MORTGAGE AND AGREEMENT

THIS MORTGAGE, made as of the 15th day of January, 1993, from **ROY A. NIELSEN** and **MYRNA L. NIELSEN**, husband and wife, of P.O. Box 521, Pinedale, WY 82941, hereinafter referred to as "Mortgagors", to **RICHARD A. FORSGREN, CLAYTA FORSGREN, TERRI HAGER, BARBARA THOMPSON and RICHARD E. FORSGREN, Trustees of the Richard A. Forsgren Revocable Living Family Preservation Trust (Dated 10/16/92)**, of 656 Pilot Butte Avenue, Rock Springs, WY 82901, hereinafter referred to as "Mortgagees".

The Mortgagors, for and in consideration of the sum of Sixty-Four Thousand Five Hundred and NO/100 ($64,500.00) Dollars in lawful money of the United States, to secure certain indebtedness, evidenced by a Promissory Note of even date herewith, and to secure the other contingent payment obligation set out below, do hereby grant, bargain, mortgage and convey to the Mortgagees, the real property situated in Sublette County, Wyoming, described in Exhibits "A" and "B" as attached hereto. The indebtedness secured hereby is described as:

A. The principal balance of Sixty-Four Thousand Five Hundred and NO/100 ($64,500.00) Dollars together with interest at the rate of ten percent per annum (10%) on the unpaid balance shall be paid as follows:

(i) One hundred eighty (180) equal monthly installments of interest and principal of $622.44 each. Payments of said monthly installments shall begin on January 22, 1993, and continue in like amount on or before the same day of each and every month thereafter. Interest shall accrue on the principal amount from December 22, 1992. All payments shall first be applied to accrued interest and then to principal as of the date received except for advance monthly payments.

(ii) The entire unpaid principal balance, together with all accrued interest, shall be due and payable on January 22, 2008.

B. Prepayments shall be allowed at anytime without penalty. Prepayments shall first be applied to accrued interest and then to principal as of the date received. Prepayments shall not act to change the date due or amount of the next due monthly payment but, by the reduction of principal owed shall reduce the total interest paid. Mortgagors may also pay an amount equal to a monthly payment or payments and specify that it is an advance monthly payment and not a prepayment and thus

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Rlsd. Bk A Rel. pg 254 7/14/98
DH Rel Bk 17 pg 487 7/05/95

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BOOK 59 Mtg PAGE 1
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PINEDALE WYOMING
By Cathy Sarton

have said payment act to satisfy the next respective monthly payment or payments obligation.

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 to the express condition that, if the Mortgagors pay, or cause to be paid, to the Mortgagees the sums set out above and all extensions and renewals thereof and all other amounts due hereunder, (Including the contingent payment obligation set out below.) then this Mortgage and such note shall cease and be null and void. The Mortgagors hereby covenant to pay all such amounts.

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 insurance, 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.

(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.

(d) The Mortgagors shall keep all buildings insured in a sum not less than the insurable market value during the life of this Mortgage, in favor of and payable to the Mortgagee.

2. If the Mortgagors default in the payment of such insurance, 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, 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 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 by this provision to advance such funds. A failure by Mortgagors to timely pay such insurance, taxes, assessments or other lawful charges shall constitute a default under this mortgage the same as non-payment of the sums secured by this mortgage even if such funds are advanced by Mortgagees.

3. 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 or conveyance of the property so sold. The Mortgagors agree to pay all costs of enforcement and of foreclosure, including reasonable attorney's 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 attorney's fees, and all money expended or advanced by the Mortgagees pursuant to the provisions of this Mortgage; (2nd) all unpaid insurance, 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 on the indebtedness (both express and contingent) hereby secured; and (4th) the surplus, if any, shall be paid to the Mortgagors (subject to the rights of any junior lienholder). Provided that no foreclosure action shall be taken by the Mortgagees until thirty (30) days have elapsed since Mortgagees have given written notice to Mortgagors of such default and Mortgagors have failed to cure such default within said thirty (30) day period. After the expiration of said thirty (30) day period and Mortgagors failure to cure therein the entire unpaid principal amount and all accrued interest shall be due and payable at the option of the Mortgagees together with the

sum of $100,000.00 which shall satisfy the contingency indebtedness. The $100,000.00 sum for the contingent indebtedness shall only operate as a lien as to the property described in Exhibit "A" hereto and not as to the property described in Exhibit "B". Said $100,000.00 figure shall not be included in any calculation as to whether a deficiency shall or shall not exist.

4. 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 secured hereby and any other indebtedness secured hereby, and the Mortgagees shall be entitled to a deficiency judgment.

5. The acceptance of this Mortgage, and the Promissory Note it secures, by the Mortgagees, shall be an acceptance of the terms and conditions contained herein.

6. 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 Mortgagors and the Mortgagees. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

7. The Mortgagors 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.

The property given in Exhibit "B" is given as additional security for the purchase money mortgage for the property described in Exhibit "A". Upon a foreclosure hereunder, the property described in Exhibit "A" shall first be sold. If any deficiency then exists, then, and only then, shall the property described in Exhibit "B" be sold. Upon the principal balance secured hereby being reduced to $58,000.00 and all accrued interest thereon having been paid, Mortgagees shall at the request of Mortgagors release the property described in Exhibit "B" from the lien of this mortgage and execute a mortgage release therefore.

Contingent Indebtness: The property described in Exhibit "A" shall not be sold or otherwise conveyed by Mortgagors prior to 12/10/97 except as hereinafter provided. Any such sale or conveyance shall create an immediate obligation on the part of

Mortgagors to pay to Mortgagees a sum equal to the amount by which the then fair market value of said property shall then exceed $70,000.00. However, in no event shall said sum payable exceed $100,000.00. In the event that a sale of the subject property is the triggering event of such obligation, the term "fair market value" shall be the gross sales price less all normal and usual costs of sale including but not limited to sales commission, title insurance premium and legal fees and less the actual cost of all improvements made to the property by Mortgagors during the term of this mortgage. The term "gross sale price" shall only apply to said property and not to the value of any personal property or business or business interest sold by Mortgagors in conjunction with the concerned real property. If Mortgagees shall object to any such sale as not being a bona fide good faith sale, Mortgagees and Mortgagors shall have the property appraised by an independent appraiser agreed upon the parties. If the appraised value is higher than the "fair market value" arrived at by the method set out above, the appraised value shall be used as "fair market value" in computing the sums due Mortgagors under this provision. In the event the triggering event is other than a sale, the term "fair market value" shall have its usual and normal meaning in the business community and, unless the parties can mutually agree upon such value, it shall be determined by an independent appraiser agreed upon by the parties. The term "fair market value" shall not include any personal property of Mortgagors located on said property or any business operated thereon. The cost of any appraisal shall be shared equally by the parties.

Subordination: Mortgagors agree to subordinate this mortgage as to the property described in Exhibit "B" upon the request of Mortgagees on the following conditions:

(a) The funds to be secured by the senior mortgage shall not exceed 60% of the fair market value of the subject property.

(b) Mortgagors shall pay all costs associated with the preparation of said subordination documents and the determination of the fair market value of the subject property for the purposes of this provision.

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

ROY A. NIELSEN

MYRNA L. NIELSEN

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

The foregoing **MORTGAGE** was acknowledged before me by ROY A. NIELSEN and MYRNA L. NIELSEN, this 15th day of January, 1993

Witness my hand and official seal.

Susan J. Hanson
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
Dec. 12, 1994

NOTARY PUBLIC

My Commission Expires: 12/12/94

EXHIBIT "A"

Lots Eleven (11), Twelve (12), Thirteen (13) and Fourteen (14), Block Four (4) of the Original Town of Piredale, 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 for Sublette County, Wyoming;

TOGETHER WITH all improvements and appurtenances thereunto appertaining.

SUBJECT TO reservations and restrictions contained in the United States patents or of record, to easements and rights-of-way of record or in use and to prior mineral reservations of record.

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EXHIBIT "B"

A parcel of land in the W½SE¼ of Section 23, Township 33 North, Range 109 West of the 6th P.M., Sublette County, Wyoming, described as follows:

Beginning at a point on the N/S centerline of the SE¼ of Section 23 which point is S.00°04'W., at a distance of 1,049.0 feet from the NE corner of the NW¼ of the 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.00°04'W., along the West line of the Hagenstein tract for a distance of 99.46 feet;

thence S.35°04'W., a distance of 977.98 feet to a point on the NE right-of-way line of U.S. Highway 187 (now known as U.S. Highway 191);

thence N.54°56'W., along the NE right-of-way line of U.S. Highway 187 (now known as U.S. Highway 191) for a distance of 600.00 feet;

thence N.35°04'E., for a distance of 765.20 feet;

thence S.84°07'05"E., a distance of 621.91 feet to the point of beginning EXCEPTING THEREFROM that part of the SW¼SE¼ of said Section 23 lying between the northeasterly right-of-way boundary of presently existing U.S. Highway 191 (formerly known as U.S. Highway 187) and parallel right-of-way line 75 feet to the right or northeasterly side when measured radially to the following described survey line of said highway, said parallel right-of-way line begins and ends on the north boundary of said tract of land;

Commencing at a point on the south boundary of said Section 23 from which the southeast corner thereof bears N.89°58'20.12"E., a distance of 984.42 feet;

thence N.55°15'17.6"E., a distance of 1,367.94 feet to the true point of beginning, said point of beginning also being the point of beginning of a 1°00'00" circular curve concave to the northeast, the radius of which is 5,729.58 feet;

thence northwesterly along said curve through a central angle of 3°40'48.4" a distance of 368.01 feet to the point of ending.

KEY BANK

Key Bank of Wyoming
BIG PINEY
440 BUDD AVENUE P O BOX 428
BIG PINEY, WY 83113-0428
307-276-3961 (Lender)

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COMMERCIAL MORTGAGE

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SUBLETTE COUNTY CLERK
By Cathy Saxton

BORROWER	MORTGAGOR
ROBERT S THOMPSON MARY D THOMPSON	ROBERT S THOMPSON MARY D THOMPSON
ADDRESS P O BOX 4006 MARBLETON, WY 83113-4006	ADDRESS P O BOX 4006 MARBLETON, WY 83113-4006
TELEPHONE NO. 307-276-5320 IDENTIFICATION NO.	TELEPHONE NO. 307-276-5320 IDENTIFICATION NO.

This document was prepared by the Lender indicated above.

In consideration of the loan or other credit accommodation hereinafter specified and any future advances or future Obligations which may hereinafter be advanced or incurred and the trust hereinafter mentioned and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby warrants and mortgages to Lender, its successors and assigns, with power of sale and right of entry and possession all of Mortgagor's present and future estate, right, title and interest in and to the real property described in Schedule A which is attached to this Mortgage and incorporated herein together with all present and future improvements and fixtures; privileges, hereditaments, and appurtenances; leases, licenses and other agreements; rents, issues and profits; water, well, ditch, reservoir and mineral rights and stocks pertaining to the real property (cumulatively "Property"); until payment in full of all Obligations secured hereby.

Moreover, in further consideration, Mortgagor does, for Mortgagor and Mortgagor's heirs, representatives and assigns, hereby expressly warrant, covenant, and agree with Lender its successors and assigns as follows:

1. OBLIGATIONS. This Mortgage shall secure the payment and performance of all present and future indebtedness, liabilities, obligations and covenants of Borrower or Mortgagor (cumulatively "Obligations") to Lender pursuant to:

(a) this Mortgage and the following promissory notes and other agreements:

INTEREST RATE	PRINCIPAL AMOUNT/ CREDIT LIMIT	FUNDING/ AGREEMENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER
VARIABLE	$25,000.00	01/18/94	12/31/94	65063	101629

(b) all other present or future, written agreements with Lender which refer specifically to this Mortgage **(whether executed for the same or different purposes than the foregoing)**;

(c) any guaranty of obligations of other parties given Lender now or hereafter executed which refers to this Mortgage;

(d) future advances, whether made under an open-end credit agreement or otherwise, to the same extent as if made contemporaneously with the execution of this Mortgage, made or extended on behalf of Mortgagor or Borrower. Mortgagor agrees that if one of the Obligations is a line of credit, the lien of this Mortgage shall continue until payment in full of all debt due under the line notwithstanding the fact that from time to time (but before termination of the line) no balance may be outstanding;

(e) all repeated amendments, extensions, renewals, modifications, replacements or substitutions to any of the foregoing.

As used in this Paragraph 1, the terms Mortgagor and Borrower shall include and also mean any Mortgagor or Borrower if more than one.

2. REPRESENTATIONS, WARRANTIES AND COVENANTS. Mortgagor represents, warrants and covenants to Lender that:

(a) Mortgagor shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Mortgage and those described in Schedule B which is attached to this Mortgage and incorporated herein by reference, which Mortgagor agrees to pay and perform in a timely manner;

(b) Mortgagor is in compliance in all respects with all applicable federal, state and local laws and regulations, including, without limitation, those relating to "Hazardous Materials", as defined herein, and other environmental matters (the "Environmental Laws"), and neither the federal government nor the State of Wyoming or any other governmental or quasi governmental entity has filed a lien on the Property, nor are there any governmental, judicial or administrative actions with respect to environmental matters pending, or to the best of the Mortgagor's knowledge, threatened, which involve the Property. Neither Mortgagor nor, to the best of Mortgagor's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any Hazardous Materials as defined herein, in connection with the Property or transported any Hazardous Materials to or from the Property. Mortgagor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) friable or nonfriable asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; and (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect. Mortgagor shall not lease or permit the sublease of the Property to a tenant or subtenant whose operations may result in contamination of the Property with Hazardous Materials or toxic substances;

(c) All applicable laws and regulations (including, without limitation the Americans with Disabilities Act, 42 U.S.C. 12101 et seq. (and all regulations promulgated thereunder) and all zoning and building laws and regulations) relating to the Property by virtue of any federal, state or municipal authority with jurisdiction over the Property presently are and shall be observed and complied with in all material respects, and all rights, licenses, permits, and certificates of occupancy (including but not limited to zoning variances special exceptions for nonconforming uses, and final inspection approvals), whether temporary or permanent, which are materials to the use and occupancy of the Property, presently are and shall be obtained, preserved and, where necessary, renewed;

(d) Mortgagor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Mortgagor at any time;

(e) No action or proceeding is or shall be pending or threatened which might materially affect the Property; and

(f) Mortgagor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage.

3. PRIOR MORTGAGES. Mortgagor represents and warrants that there are no prior mortgages affecting any part of the Property except as set forth on Schedule B attached to this Mortgage which Mortgagor agrees to pay and perform in a timely manner. If there are any prior mortgages then Mortgagor agrees to pay all amounts owed, and perform all obligations required, under such mortgages and the indebtedness secured thereby and further agrees that a default under any prior mortgage shall be a default under this Mortgage and shall entitle Lender to all rights and remedies contained herein or in the Obligations to which Lender would be entitled in the event of any other default..

4. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN MORTGAGORS OR BORROWERS. In the event of a sale, conveyance, lease, contract for deed or transfer to any person of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Mortgagor (if Borrower or Mortgagor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity), Lender may, at its option declare the outstanding principal balance of the Obligations plus accrued interest thereon immediately due and payable, or, at Lender's sole option, Lender may consent to said conveyance in writing and may increase the interest rate of the Obligations to the interest rate which Lender would then commit to make a first mortgage loan of similar character with similar security, as determined by Lender in its sole discretion, or compensate Lender for such increased risk resulting from the breach of the foregoing covenants. At Lender's request, Mortgagor or Borrower, as the case may be, shall furnish a complete statement setting forth all of its stockholders or partners, as appropriate, and the extent of their respective stock ownership or partnership interests.

5. ASSIGNMENT OF RENTS. In consideration of the Obligations, which are secured by this Mortgage, Mortgagor absolutely assigns to Lender all Mortgagor's estate, right, title, interest claim and demand now owned or hereafter acquired in all existing and future leases of the Property (including extensions, renewals and subleases), all agreements for use and occupancy of the Property (all such leases and agreements whether written or oral, are hereafter referred to as the "Leases"), and all guaranties of lessees' performance under the Leases, together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues, profits and other income of any nature now or hereafter due (including any income of any nature coming due during any redemption period) under the Leases or from or arising out of the Property including minimum rents, additional rents, percentage rents, parking or common area maintenance contributions, tax and insurance contributions, deficiency rents, liquidated damages following default in any Lease, all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability caused by destruction or damage to the Property, all proceeds payable as a result of a lessee's exercise of an option to purchase the Property all proceeds derived from the termination or rejection of any Lease in a bankruptcy or other insolvency proceeding, and all proceeds from any rights and claims of any kind which Mortgagor may have against any lessee under the Leases or any occupants of the Property (all of the above are hereafter collectively referred to as the "Rents"). This assignment is subject to the right, power and authority given to the Lender to collect and apply the Rents. The lien created by this assignment is intended to be specific, perfected, and choate upon the recording of this Mortgage. As long as there is no default under the Obligations or this Mortgage, Lender grants Mortgagor a revocable license to collect all Rents from the Leases when due and to use such proceeds in Mortgagor's business operations. However, Lender may at any time require Mortgagor to deposit all Rents into an account maintained by Mortgagor or Lender at Lender's institution. Upon default in the payment of, or in the performance of, any of the Obligations, Lender may at its option take possession of the Property and have, hold, manage, lease and operate the Property on terms and for a period of time that Lender deems proper. Lender may proceed to collect and receive all Rents, from the property, and Lender shall have full power to periodically make alterations, renovations, repairs or replacements to the Property as Lender may deem proper. Lender may apply all Rents to the payment of the cost of such alterations, renovations, repairs and replacements and any expenses incident to taking and retaining possession of the Property and the management and operation of the Property. Lender may keep the Property properly insured and may discharge any taxes, charges, claims, assessments and other liens which may accrue. The expense and cost of these actions may be paid from the Rents received, and any unpaid amounts shall be added to the principal of the Obligations. These amounts, together with other costs, shall become part of the Obligations secured by this Mortgage.

6. LEASES AND OTHER AGREEMENTS. Mortgagor shall not take or fail to take any action which may cause or permit the termination or the withholding of any payment in connection with any Lease or other agreement ("Agreement") pertaining to the Property. In addition, Mortgagor, without Lender's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Mortgagor's rights, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Mortgagor receives at any time any written communication asserting a default by Mortgagor under an Agreement or purporting to terminate or cancel any Agreement, Mortgagor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender. All such Agreements and the amounts due to Mortgagor thereunder are hereby assigned to Lender as additional security for the Obligations.

7. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lender shall be entitled to notify or require Mortgagor to notify any third party (including, but not limited to, lessees, licensees, governmental authorities and insurance companies) to pay Lender any Indebtedness or obligation owing to Mortgagor with respect to the Property (cumulatively "Indebtedness") whether or not a default exists under this Mortgage. Mortgagor shall diligently collect the Indebtedness owing to Mortgagor from these third parties until the giving of such notification. In the event that Mortgagor possesses or receives possession of any instruments or other remittances with respect to the Indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any Indebtedness or the payment of any insurance or condemnation proceeds, Mortgagor shall hold such instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the Instruments and other remittances. Lender shall be entitled, but not required, to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral upon, or otherwise settle any of the Indebtedness whether or not an event of default exists under this Agreement. Lender shall not be liable to Mortgagor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Notwithstanding the foregoing, nothing herein shall cause Lender to be deemed a mortgagee in possession.

8. USE AND MAINTENANCE OF PROPERTY. Mortgagor shall take all actions and make any repairs needed to maintain the Property in good condition. Mortgagor shall not commit or permit any waste to be committed with respect to the Property. Mortgagor shall use the Property solely in compliance with applicable law and insurance policies. Mortgagor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the beneficial interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Mortgagor's sole expense.

9. LOSS OR DAMAGE. Mortgagor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any cause whatsoever. In the event of any Loss or Damage, Mortgagor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.

10. INSURANCE. The Property will be kept insured for its full insurable value (replacement cost) against all hazards including loss or damage caused by flood, earthquake, tornado and fire, collision, theft or other casualty to the extent required by Lender. Mortgagor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least 30 days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a loss payee and provide that no act or omission of Mortgagor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. In the event Mortgagor fails to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and the insurance cost shall be an advance payable and bearing interest as described in Paragraph 21 and secured hereby. Mortgagor shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Mortgagor in making and settling claims under insurance policies, cancelling any policy or endorsing Mortgagor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constantly assigned, pledged and delivered to Lender for further securing the Obligations. In the event of loss, Mortgagor shall immediately give Lender written notice and Lender is authorized to make proof of loss. Each insurance company is directed to make payments directly to Lender instead of to Lender and Mortgagor. Lender shall have the right, at its sole option, to apply such monies toward the Obligations or toward the cost of rebuilding and restoring the Property. Any amounts may at Lender's option be applied in the inverse order of the due dates thereof.

11. ZONING AND PRIVATE COVENANTS. Mortgagor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Mortgagor's use of the Property becomes a nonconforming use under any zoning provision, Mortgagor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Mortgagor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.

12. CONDEMNATION. Mortgagor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Mortgagor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property.

13. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS. Mortgagor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Mortgagor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Mortgagor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name.

14. INDEMNIFICATION. Lender shall not assume or be responsible for the performance of any of Mortgagor's obligations with respect to the Property under any circumstances. Mortgagor shall immediately provide Lender with written notice of and indemnify and hold Lender and its shareholders, directors, officers, employees and agents harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses), causes of action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Mortgagor, upon the request of Lender, shall hire legal counsel to defend Lender from such Claims, and pay the attorneys' fees, legal expenses and other costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Mortgagor's cost. Mortgagor's obligation to indemnify Lender under this paragraph shall survive the termination, release or foreclosure of this Mortgage.

15. TAXES AND ASSESSMENTS. Mortgagor shall pay all taxes and assessments relating to Property when due and immediately provide Lender evidence of payment of same. Upon the request of Lender, Mortgagor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance premium, taxes and assessments pertaining to the Property. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so held to pay any taxes or against the Obligations. Any funds applied may, at Lender's option, be applied in reverse order of the due date thereof.

16. INSPECTI[redacted]ROPERTY, BOOKS, RECORDS AND REPO[redacted]ortgagor shall allow Lender or its agents to [redacted] and inspect the Property and examine, inspect and make copies of Mortgagor's books and records pertaining to the Property from time to time. Mortgagor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Mortgagor's books and records shall be genuine, true, accurate and complete in all respects. Mortgagor shall note the existence of Lender's beneficial interest in its books and records pertaining to the Property. Additionally, Mortgagor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Mortgagor's financial condition or the Property. The information shall be for such periods, shall reflect Mortgagor's records at such time, and shall be rendered with such frequency as Lender may designate. All information furnished by Mortgagor to Lender shall be true, accurate and complete in all respects, and signed by Mortgagor if Lender requests.

17. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Mortgagor shall deliver to Lender, or any intended transferee of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance on the Obligations; and (b) whether Mortgagor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature or such claims, defenses, set-offs or counterclaims. Mortgagor will be conclusively bound by any representation that Lender may make to the intended transferee with respect to these matters in the event that Mortgagor fails to provide the requested statement in a timely manner.

18. DEFAULT. Mortgagor shall be in default under this Mortgage in the event that Mortgagor, Borrower or any guarantor of any Obligation:

(a) fails to pay any Obligation to Lender when due;
(b) fails to perform any Obligation or breaches any warranty or covenant to Lender contained in this Mortgage or any other present or future agreement;
(c) destroys, loses or damages the Property in any material respect or the Property becomes subject to seizure, confiscation or condemnation;
(d) seeks to revoke, terminate or otherwise limit its liability under any guaranty to Lender or any individual guarantor dies;
(e) dies, becomes legally incompetent, is dissolved or terminated, becomes insolvent, makes an assignment for the benefit of creditors, fails to pay debts as they become due, files a petition under the federal bankruptcy laws, has an involuntary petition in bankruptcy filed in which Mortgagor, Borrower or any guarantor is named or has property taken under any writ or process of court;
(f) allows goods to be used on, transported or stored on the Property, the possession, transportation, or use of which, is illegal;
(g) allows any party other than Mortgagor or Borrower to assume or undertake any Obligation without the written consent of Lender; or
(h) causes Lender to deem itself insecure due to a significant decline in the value of the Property; or Lender, in good faith, believes that the prospect of payment or performance is impaired.

19. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):

(a) to declare the Obligations immediately due and payable in full;
(b) to collect the outstanding Obligations with or without resorting to judicial process;
(c) to require Mortgagor to deliver and make available to Lender any personal property or Chattels constituting the Property at a place reasonably convenient to Mortgagor and Lender;
(d) to enter upon and take possession of the Property without applying for or obtaining the appointment of a receiver and, at Lender's option, to appoint a receiver without bond, without first bringing suit on the Obligations and without otherwise meeting any statutory conditions regarding receivers, it being intended that Lender shall have this contractual right to appoint a receiver;
(e) to employ a managing agent of the Property and let the same, in the name of Lender or in the name of Mortgagor, and receive the rents, incomes, issues and profits of the Property and apply the same, after payment of all necessary charges and expenses, on account of the Obligations;
(f) to pay any sums in any form or manner deemed expedient by Lender to protect the security of this Mortgage or to cure any default other than payment of interest or principal on the Obligations;
(g) to foreclose this Mortgage either by suit at law or equity, as Lender may elect, or to foreclose this Mortgage by advertisement and sale of the property at public venue for cash, according to Wyoming statutes governing mortgage foreclosures;
(h) to set-off Mortgagor's Obligations against any amounts owed Mortgagor by Lender including, but not limited to, monies, instruments, and deposit accounts maintained with Lender or any currently existing or future affiliate of Lender; and
(i) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Mortgagor, Mortgagor waives the posting of any bond which might otherwise be required. Lender or Lender's designee may purchase the Property at any sale. The Property or any part thereof may be sold in one parcel, or in such parcels, manner or order as Lender in its sole discretion may elect, and one or more exercises of the power herein granted shall not extinguish or exhaust the power unless the entire Property is sold or the Obligations paid in full.

20. SECURITY INTEREST UNDER THE UNIFORM COMMERCIAL CODE. This Mortgage shall be considered a financing statement pursuant to the provisions of the Uniform Commercial Code covering fixtures, chattels, and articles of personal property now owned or hereafter attached to or to be used in connection with the Property together with any and all replacements thereof and additions thereto (the "Chattels"), and Mortgagor hereby grants Lender a security interest in such Chattels. The debtor is the Mortgagor described above. The secured party is the Lender described above. Upon demand, Mortgagor shall make, execute and deliver such security agreements (as such term is defined in the Uniform Commercial Code of Wyoming) as Lender at any time may deem necessary or proper or require to grant to Lender a perfected security interest in the Chattels, and upon Mortgagor's failure to do so, Lender is authorized to sign any such agreement as the agent of Mortgagor. Mortgagor hereby authorizes Lender to file financing statements (as such term is defined in said Uniform Commercial Code) with respect to the Chattels, at any time, without the signature of Mortgagor. Mortgagor will, however, at any time upon request of Lender, sign such financing statements. Mortgagor will pay all filing fees for the filing of such financing statements and for the refiling thereof at the times required, in the opinion of Lender, by said Uniform Commercial Code. If the lien created by this Mortgage be subject to any security agreement covering the Chattels, then in the event of any default under this Mortgage, all the right, title and interest of Mortgagor in and to any and all of the Chattels is hereby assigned to Lender, together with the benefit of any deposits or payments now or hereafter made thereof by Mortgagor or the predecessors or successors in title of Mortgagor in the Property.

21. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Lender, at its option, may expend funds (including attorneys' fees and legal expenses) to perform any act required to be taken by Mortgagor or to exercise any right or remedy of Lender under this Mortgage. Upon demand, Mortgagor shall immediately reimburse Lender for all such amounts expended by Lender together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the beneficial interest granted herein. If the Obligations are paid after the beginning of publication of notice of sale, as herein provided, or in the event Lender shall, at its sole option, permit Mortgagor to pay any part of the Obligations after the beginning of publication of notice of sale, as herein provided, then, Mortgagor shall pay on demand all expenses incurred by the Lender in connection with said publication, including reasonable attorneys' fees to the attorneys for Lender, and this Mortgage shall be security for all such expenses and fees.

22. APPLICATION OF PAYMENTS. All payments made by or on behalf of Mortgagor may be applied against the amounts paid by Lender (including attorneys' fees and legal expenses) in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Lender chooses.

23. POWER OF ATTORNEY. Mortgagor hereby appoints Lender as its attorney-in-fact to endorse Mortgagor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Mortgagor under this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Mortgagor from any Obligation or cure any default under this Mortgage. The powers of attorney described in this Mortgage are coupled with an interest and are irrevocable.

24. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.

25. COLLECTION COSTS. To the extent permitted by law, Mortgagor agrees to pay Lender's reasonable fees and costs, including but not limited to fees and costs of attorneys and other agents (including without limitation paralegals, clerks and consultants), which are incurred by Lender in collecting any amount due or enforcing any right or remedy under this Mortgage or any other agreement between Mortgagor and Lender, all whether or not suit is brought and including but not limited to fees and costs incurred on appeal, in bankruptcy, and for post-judgment collection actions and whether or not such attorney is an employee of Lender.

26. PARTIAL RELEASE. Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Nothing herein shall be deemed to obligate Lender to release any of its interest in the Property, nor shall Lender be obligated to release any part of the Property if Mortgagor is in default under this Mortgage.

27. MODIFICATION AND WAIVER. The modification or waiver of any of Mortgagor's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by Lender. Lender may perform any of Borrower's or Mortgagor's Obligations, delay or fail to exercise any of its rights or accept payments from Mortgagor or anyone other than Mortgagor without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Mortgagor's Obligations under this Mortgage shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the Obligations belonging to any Mortgagor, Borrower or third party or any of its rights against any Mortgagor, Borrower or third party or any of the Property. Lender's failure to insist upon strict performance of any of the Obligations shall not be deemed a waiver and Lender shall have the right at any time thereafter to insist upon strict performance.

28. SUCCESSORS AND ASSIGNS. This Mortgage shall be binding upon and inure to the benefit of Mortgagor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees and devisees.

29. NOTICES. Except as otherwise required by law, any notice or other communication to be provided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties may designate in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given three (3) days after such notice is sent and any other such notice shall be deemed given when received by the person to whom such notice is being given.

30. SEVERABILITY. If any provision of this Mortgage violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable.

31. APPLICABLE LAW. This Mortgage shall be governed by the laws of the State of Wyoming. Unless applicable law provides otherwise, Mortgagor consents to the jurisdiction and venue of any court selected by Lender, in its sole discretion, located in Wyoming.

32. MISCELLANEOUS. Mortgagor and Lender agree that time is of the essence. Mortgagor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Mortgagor in this Mortgage shall include all persons signing below. If there is more than one Mortgagor, their Obligations shall be joint and several. This Mortgage represents the complete integrated understanding between Mortgagor and Lender pertaining to the terms and conditions hereof.

33. ADDITIONAL TERMS.

Mortgagor acknowledges that Mortgagor has read, understands, and agrees to the terms and conditions of this Mortgage.

IN WITNESS HEREOF, Mortgagor has executed this instrument either individually or has caused this instrument to be executed and delivered in its name by its duly authorized representative on the date of the acknowledgment.

Dated this 18TH day of JANUARY, 1994

MORTGAGOR: **ROBERT S THOMPSON**

Robert S. Thompson

ROBERT S THOMPSON

MORTGAGOR: **MARY D THOMPSON**

Mary D. Thompson.

MARY D THOMPSON

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

STATE OF WYOMING)
) ss:
COUNTY OF SUBLETTE)

On this 24th day of JANUARY, 1994, before me personally appeared ROBERT S THOMPSON AND MARY D THOMPSON,

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that ~~he/she/they~~ executed the same as ~~his/her/their~~ free act and deed.

Given under my hand and notarial seal this 24th day of JANUARY, 1994.

LELA L. SANDERS
NOTARY PUBLIC
Sublette County, WY
My Commission expires
11-4-96

Lela L Sanders
Notary Public
LELA L SANDERS

My Commission Expires: NOV 4 1996

STATE OF WYOMING)
) ss:
COUNTY OF)

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

to me personally known, who, being by me duly sworn, did say that he/she/they are the _____,

respectively, of said _____, executing the foregoing instrument, that said instrument was signed on behalf of said _____, by authority of its _____, and the above signed person(s) acknowledged the execution of said instrument to be the free act and deed of said _____.

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

My Commission Expires: _____

Notary Public

STATE OF WYOMING)
) ss:
COUNTY OF _____)

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

to me personally known, who, being by me duly sworn, did say that he/she/they are the _____,

respectively, of said _____, executing the foregoing instrument, that said instrument was signed on behalf of said _____, by authority of its _____, and the above signed person(s) acknowledged the execution of said instrument to be the free act and deed of said _____.

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

My Commission Expires: _____

Notary Public

SCHEDULE A

ALL OF THE SW1/4SE1/4 OF SECTION 2 ANL THE W1/2NE1/4 OF SECTION 11, T30N, R111W, SUBLETTE COUNTY, WYOMINC ANL THAT PART OF THE SE1/4SW1/4 OF SECTION 2 AND THE E1/2NW1/4 OF SECTION 1_ T30N, R_1W LYING AND BEING SITUATE EASTERL' OF THE FOLLOWING DESCRIBE_ LINE: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 11, N47°-_ 0'W, 665.12 FEET FROM THE CENTER ONE-QUARTER CORNER OF SAID SECTION 11 FOUND AS DESCRIBED IN THE CERTIFIED LAND CORNER RECORDATION CERTIFICATE FILED IN THE OFFICE OF THE CLERK OF SUBLETTE COUNTY; THENCE N00°-02.0'W, 2648.63 FEET TO A POINT ON THE NORTH LINE OF THE SAID SE1/4SW1/4, ENCOMPASSING AN AREA OF 179.26 ACRES, MORE OR LESS; EACH POINT MARKED BY A STEEL REINFORCING ROD 5/8X24 INS. WITH ALUMINUM CAP INSCRIBED, "SURVEYOR SCHERBEL PLS164 BIG PINEY, WY" AND APPROPRIATE DETAILS; ALL IN ACCORDANCE WITH THE PLAT PREPARED TO BE FILED IN THE SAID OFFICE TITLED, "SCOTT R THOMPSON GORDON MAX MICKELSON II PLAT OF TRACTS WITHIN THE S1/2SW1/4 AND SW1/4SE1/4 OF SECTION 2 AND NW1/4 AND W1/2NE1/4 OF SECTION 11 T30N,R111W SUBLETTE COUNTY, WYOMING"; THE BASE BEARING FOR THIS SURVEY IS THE WEST LINE OF THE SAID NW1/4 OF SECTION 11, BEING N00°-02'W.

SCHEDULE B

AFTER RECORDING RETURN TO LENDER AT ITS ADDRESS DESCRIBED ABOVE.

5144051 14 Rlsd. BK 18 pg 185 8/20/94

WHEN RECORDED MAIL TO:
KEYCORP MORTGAGE INC.
18TH STREET & CAREY AVENUE
P.O. BOX 567
CHEYENNE, WYOMING 82003

245080

RECORDED January 27, 1994 4:30p M
IN BOOK 59 mtg. PAGE 14
FEES $ 24.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JANUARY TWENTY-FOURTH, 19 94. The mortgagor is GREGORY A. NYSTROM AND CHRISTINE M. NYSTROM, HUSBAND AND WIFE ("Borrower"). This Security Instrument is given to KEYCORP MORTGAGE INC., which is organized and existing under the laws of THE STATE OF MARYLAND, and whose address is 205 PARK CLUB LANE BUFFALO, NEW YORK 14231-9000 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED FORTY-THREE THOUSAND FIVE HUNDRED AND NO/100 Dollars (U.S. $ 143,500.00). 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 FEBRUARY 1ST, 2024. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 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 14, BOULDER LAKE COUNTRY ESTATES, FIRST FILING, A TOWNSITE ADDITION TO SUBLETTE COUNTY, WYOMING AS DEPICTED AND DESCRIBED ON THE PLAT THEREOF WHICH WAS RECORDED ON JULY 10, 1972 IN THE OFFICE OF THE COUNTY CLERK OF SUBLETTE COUNTY, WYOMING.

which has the address of 14 BRIDGER DRIVE [Street], BOULDER [City], Wyoming 83112 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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.

[redacted] [redacted] [redacted]

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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under 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 Lender's opinion operate to prevent the enforcement of the lien; 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 or Property 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, including floods or flooding, 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

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which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgement could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture 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 attorney's 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower

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shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. 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.

12. 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.

13. 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.

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

Initials: [redacted]

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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 judgement enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 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

Initials: [redacted]

[redacted] [redacted] [redacted]

other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, 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.

22. 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.

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

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

[X] Adjustable Rate Rider	[ ] Condominium Rider	[ ] 1—4 Family Rider
[ ] Graduated Payment Rider	[X] Planned Unit Development Rider	[ ] Biweekly Payment Rider
[ ] Balloon Rider	[ ] Rate Improvement Rider	[X] Second Home 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.

Witnesses:

GREGORY A. NYSTROM (Seal) -Borrower

CHRISTINE M. NYSTROM (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

[Space Below This Line For Acknowledgment]

STATE OF WYOMING, **County ss:** SUBLETTE

On this 24 day of JANUARY 1994, before me, the subscriber, personally appeared GREGORY A. NYSTROM AND CHRISTINE M. NYSTROM, HUSBAND AND WIFE

to me personally known and known to me to be the same person described in and who executed the within instrument, and ARE acknowledged to me that THEY executed the same.

OFFICIAL SEAL
HAL W. MAY
NOTARY PUBLIC - OREGON
COMMISSION NO. 011086
MY COMMISSION EXPIRES NOV. 13, 1995

My Commission Expires: 11/13/95

Notary Public

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ADJUSTABLE RATE RIDER

(3 Year Treasury Index—Rate Caps—~~Fixed Rate Conversion Option~~)

THIS ADJUSTABLE RATE RIDER is made this ...24th. day of ....January....., 19 94....., and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to.....KeyCorp Mortgage Inc. ..... (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

14 Bridger Drive, Boulder, Wyoming 83112

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY. ~~THE NOTE ALSO CONTAINS THE OPTION TO CONVERT THE ADJUSTABLE RATE TO A FIXED RATE.~~

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of ....6.00.....%. The Note provides for changes in the adjustable interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of .....February....., 19 ..97....., and on that day every 36th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 3 years, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding ..2..625.. percentage points (..2..625..%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than .....8.00.....% or less than .....6.00.....%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 36 months. My interest rate will never be greater than .....12.00.....%, which is called the "Maximum Rate."

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my adjustable interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. ~~FIXED~~ INTEREST RATE OPTION

The Note provides for the Borrower's option to convert from an adjustable interest rate with interest rate limits to a fixed interest rate, ~~as~~ follows:

5. ~~FIXED~~ INTEREST RATE OPTION

(A) Option to Convert to Fixed Rate

I have a Conversion Option that I can exercise unless I am in default or this Section 5(A) will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section 5(B) below.

The conversion can only take place on the first or second Change Date. Each Change Date on which my interest rate can convert from an adjustable rate to a fixed rate also is called the "Conversion Date." **I can convert my interest rate only on one of these two Conversion Dates.**

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (i) I must give the Note Holder notice that I want to do so; (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (iii) by a date specified by the Note Holder, I must pay the Note Holder a conversion fee of U.S. $.....; and (iv) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion.

[redacted] [redacted] [redacted]

(B) Calculation of Fixed Rate

My new, fixed interest rate will be equal to the Federal National Mortgage Association's required net yield as of a date and time of day specified by the Note Holder for (i) if the original term of this Note is greater than 15 years, 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%), or (ii) if the original term of this Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%). If this required net yield cannot be determined because the applicable commitments are not available, the Note Holder will determine my interest rate by using comparable information. My new rate calculated under this Section 5(B) will not be greater than the Maximum Rate stated in Section 4(D) above.

(C) New Payment Amount and Effective Date

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the Maturity Date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the Maturity Date.

C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. Until Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

2. If Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, the amendment to Uniform Covenant 17 of the Security Instrument contained in Section C 1 above shall then cease to be in effect, and the provisions of Uniform Convenant 17 of the Security Instrument shall instead be in effect, as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Gregory A. Nystrom ..... (Seal) -Borrower

Christine M. Nystrom ..... (Seal) -Borrower

Christine M. Nystrom

5144051

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 24TH day of JANUARY , 19 94 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to

KEYCORP MORTGAGE INC. (the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

14 BRIDGER DRIVE , BOULDER, WY 83112

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND EASEMENTS FOR

BOULDER LAKE COUNTRY ESTATES

(the "Declaration"). The Property is a part of a planned unit development known as

BOULDER LAKE COUNTRY ESTATES
[Name of Planned Unit Development]

(the "**PUD**"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the **PUD** (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the **PUD's** Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the **PUD**, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the **PUD**, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the **PUD**, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay **PUD** dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this **PUD** Rider.

GREGORY A. NYSTROM (Seal) -Borrower

CHRISTINE M. NYSTROM (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

[redacted] [redacted] [redacted]

5144051 [redacted] [redacted] [redacted]

SECOND HOME RIDER

THIS SECOND HOME RIDER is made on this 24TH day of JANUARY , 19 94, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to

KEYCORP MORTGAGE INC.

(the "Lender") of the same date and covering the property described in the Security Instrument (the "Property"), which is located at:

14 BRIDGER DRIVE BOULDER, WY 83112

(Property Address)

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Uniform Covenant 6 of the Security Instrument is deleted and is replaced by the following:

6. Occupancy and Use; Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.
Borrower shall occupy, and shall only use, the Property as Borrower's second home. Borrower shall keep the Property available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy and use of the Property as a second home. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Second Home Rider.

GREGORY A. NYSTROM _____ (Seal) Borrower

CHRISTINE M. NYSTROM _____ (Seal) Borrower

_____ (Seal) Borrower

_____ (Seal) Borrower

23

24 Rlsd. BK 19 Rel. Pg. 124 4/14/98

245084

RECORDED January 28, 1994 10:40AM
IN BOOK 59 Mtg. PAGE 24
FEES $ 18.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sarton

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JANUARY 21, 1994 . The mortgagor is ROBERT L. UNDEM, A SINGLE PERSON
("Borrower"). This Security Instrument is given to ROCK SPRINGS NATIONAL BANK , which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose address is 333 BROADWAY PO BOX 880, ROCK SPRINGS, WY 82902-0880 ("Lender"). Borrower owes Lender the principal sum of SEVENTY EIGHT THOUSAND AND NO/100********** Dollars (U.S. $ 78,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JANUARY 27, 20 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 SCHEDULE C ATTACHED HERETO AND MADE A PART HEREOF..

which has the address of PO BOX 1238 [Street], PINEDALE [City],
Wyoming 82941-1238 [Zip Code] ("Property Address");

[redacted] [redacted] [redacted]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under 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 (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.

BANKERS SYSTEMS, INC., ST. CLOUD, MN 56302 (1-800-397-2341) FORM MD-1-WY 2/8/91

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5. Hazard or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage

insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. 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.

12. 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.

13. 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.

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.

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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 as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 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 21, 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

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[redacted] [redacted] [redacted]

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.

22. 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.

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

24. 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
- ☐ Graduated Payment Rider
- ☐ Balloon Rider
- ☐ Other(s) [specify]
- ☐ Condominium Rider
- ☐ Planned Unit Development Rider
- ☐ Rate Improvement Rider
- ☐ 1-4 Family Rider
- ☐ Biweekly Payment Rider
- ☐ Second Home Rider

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

X Robert L. Undem (Seal)
ROBERT L. UNDEM -Borrower

Social Security Number 442-58-7142

..... (Seal)
-Borrower

Social Security Number .....

[Space Below This Line For Acknowledgment]

STATE OF WYOMING, SWEETWATER County ss:

The foregoing instrument was acknowledged before me this January 21, 1994
(date)

by ROBERT L. UNDEM, A SINGLE PERSON
(person acknowledging)

My commission expires: 10-2-95

X Rebecca L. Morrison
REBECCA L. MORRISON Notary Public

REBECCA L. MORRISON - NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
THIS COMMISSION EXPIRES OCTOBER 2, 1995

SCHEDULE C

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

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

Beginning at a point that lies S.17°04'E., at a distance of 940.9 feet from the North Quarter corner of Section 26, Township 33 North, Range 109 West; thence S.11°25'E., for a distance of 407.0 feet to a point monumented by a ½ 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 ½ inch 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 ½ 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 ½ 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 the in NE¼ of Section 26, Township 33 North, Range 109 West, 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, Township 33 North, Range 109 West; 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, Township 33 North, Range 109 West; 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.

[redacted]

245085

RECORDED January 28, 1994 10:40AM
IN BOOK 59 mtg [redacted] PAGE 31
FEES $ 10.00
SUBLETTE COUNTY, PINEDALE WYOMING
COUNTY CLERK
By Cathy Sexton

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SUBORDINATION AGREEMENT

WHEREAS, ROBERT L. UNDEM, hereinafter referred to as Robert, is the owner of that certain real property described in Exhibit "A" hereto, hereinafter referred to as the Property; and,

WHEREAS Robert and F. SOLLIE ELMORE, f/k/a F. SOLLIE UNDEM, hereinafter referred to as Sollie, were divorced on 4/14/92; and,

WHEREAS, the Decree Of Divorce granting said divorce was recorded at Book 60 of Miscellaneous, Page 90, in the office of the County Clerk, Sublette County, Wyoming; and,

WHEREAS, under said Decree Of Divorce and the Separation Agreement incorporated therein by reference, Robert agreed not to further encumber the Property; and,

WHEREAS, Robert now desires to refinance the existing Mortgage encumbering the Property; and,

WHEREAS, Sollie has determined that said refinancing will be beneficial to her and has agreed to subordinate her interest in the Property to the new mortgage to be granted to Robert;

NOW THEREFORE, IN CONSIDERATION OF THE SUM OF TEN AND NO/100 ($10.00) DOLLARS AND OTHER VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED;

F. SOLLIE ELMORE, f/k/a F. SOLLIE UNDEM, does hereby subordinate any right or claim that she may hold in that certain real property described in Exhibit "A" hereto to a new Mortgage to be granted thereon by ROBERT L. UNDEM to Rock Springs National Bank in a principal amount not to exceed $78,000.00 and at an interest rate of 7.25%. This subordination of right or claim specifically extends to any such right or claim arising out of that certain Decree Of Divorce recorded at Book 60 of Miscellaneous, Page 90, in the office of the County Clerk, Sublette County, Wyoming and the Separation Agreement incorporated therein. Any right or claim held by F. SOLLIE ELMORE, f/k/a F. SOLLIE UNDEM, in the property described in Exhibit "A" shall be junior and secondary to the Mortgage to be granted to Rock Springs National Bank on the terms set out above.

DATED this 21 day of January, 1994

F. Sollie Elmore

F. SOLLIE ELMORE, f/k/a
F. SOLLIE UNDEM

STATE OF Illinois)
Dist) ss.
~~COUNTY~~ OF Cook)

The foregoing **Subordination Agreement** was acknowledged before me by F. SOLLIE ELMORE, f/k/a F. SOLLIE UNDEM, this 21st day of January, 1994.

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires: 03/19/96

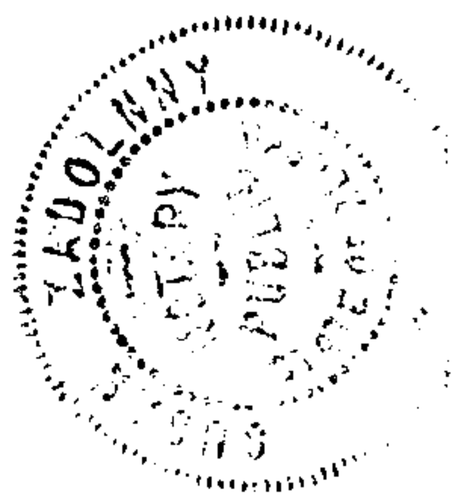

EXHIBIT "A"

A tract of land in the NE¼ of Section 26, Township 33 North, Range 109 West, of the 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, Township 33 North, Range 109 West;

thence S.11°25'E., for a distance of 407.0 feet to a point monumented by a ½ inch steel 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 ½ 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 ½ inch steel reinforcing rod and a 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 a mound of cobble stones;

thence N.20°51.5'E., for a distance of 72.8 feet to a point monumented by a ½ 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, Township 33 North, Range 109 West 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, Township 33 North, Range 109 West;

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, Township 33 North, Range 109 West;

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

TOGETHER WITH all improvements and appurtenances thereunto appertaining;

BRANDENBURG, S.
248799

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ASSIGNMENT OF MORTGAGE
****

FOR VALUE RECEIVED, the Wallick and Volk, Inc., a corporation organized and existing under the laws 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

Shonda Brandenburg, A Single Woman and Travis Sour, A Single Man

and appears recorded in book 58 of mortgages, beginning on page 703 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

Lot 2, Block 1 of the Cooley Eighth Addition to the Town of Pinedale, Sublette County, 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 21st day of January, 1994.

WALLICK AND VOLK, INC.

By _____
DEBBIE HENDERSHOT
SENIOR VICE PRESIDENT

Attest: _____
JULIE ZEILER, ASSISTANT SECRETARY

STATE OF Wyoming
COUNTY OF Laramie

The foregoing instrument was acknowledged before me by DEBBIE HENDERSHOT
SENIOR VICE PRESIDENT

This 21st day of January, 1994

Witness my hand and official seal.
My Commission Expires: 7/18/95

_____
NOTARY PUBLIC

WCDA Assignment of mtg
Rev. 11/85

SUSAN STIEF - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES APR. 18, 1995

245109

RECORDED January 31, 1994 11:20AM
IN BOOK 59 Mtg. PAGE 34
FEES $ 6.00
SUBLETTE COUNTY, PINEDALE WYOMING COUNTY CLERK
By Cathy Saxton

245128

RECORDED January 31 1994 4:10 PM
IN BOOK 59 mtg PAGE 35
FEES $ 14.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JANUARY 24, 1994 . The mortgagor is RONALD L. RECKNER AND JOLENE M. RECKNER, HUSBAND AND WIFE
("Borrower"). This Security Instrument is given to ROCK SPRINGS NATIONAL BANK , which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose address is 333 BROADWAY PO BOX 880, ROCK SPRINGS, WY 82902-0880 ("Lender"). Borrower owes Lender the principal sum of FIFTY THOUSAND AND NO/100********** Dollars (U.S. $ 50,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JANUARY 28, 2009 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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, BLOCK 1 OF THE REDSTONE FOURTH ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

which has the address of 15 OPAL STREET [Street] , PINEDALE [City] ,
Wyoming 82941 [Zip Code] ("Property Address");

Rlsd BK 22 Pg 746 7-31-03 35

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under 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 (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.

[redacted] [redacted] [redacted]

5. Hazard or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage

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insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. 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.

12. 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.

13. 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.

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.

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[redacted] [redacted] [redacted]

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 as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 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 21, 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

BANKERS SYSTEMS, INC., ST. CLOUD, MN 56302 (1-800-397-2341) FORM MD-1-WY 2/8/91

JMR RMR

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.

22. 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.

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

24. 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	☐ 1-4 Family Rider
☐ Graduated Payment Rider	☐ Planned Unit Development Rider	☐ Biweekly Payment Rider
☐ Balloon Rider	☐ Rate Improvement Rider	☐ Second Home 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 Ronald L. Reckner (Seal)
RONALD L. RECKNER -Borrower

Social Security Number ....395-54-7810.....

X Jolene M. Reckner (Seal)
JOLENE M. RECKNER -Borrower

Social Security Number ....392-52-8162.....

[Space Below This Line For Acknowledgment]

STATE OF WYOMING, ...SWEETWATER..... County ss:

The foregoing instrument was acknowledged before me this ....January 24, 1994.....
(date)

by ....RONALD L. RECKNER AND JOLENE M. RECKNER, HUSBAND AND WIFE.....
(person acknowledging)

My commission expires: 10-2-95

REBECCA L. MORRISON - NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
THIS COMMISSION EXPIRES OCTOBER 2, 1995

X Rebecca L. Morrison
REBECCA L. MORRISON Notary Public

AFTER RECORDING MAIL TO:

ROCKY MOUNTAIN BANK, FEDERAL SAVINGS BANK
P.O. Box 1167
Cheyenne, WY 82003-1167

245140

RECORDED February 1 1994 1:35P M
IN BOOK 59 MTG PAGE 41
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
by Bethany A. Walker

LOAN NO. 008-1018143

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on January 28, 1994 . The mortgagor is STEVEN L. DESPAIN and DEBORAH J. DESPAIN, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to ROCKY MOUNTAIN BANK, FEDERAL SAVINGS BANK,

which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose address is P.O. Box 1167, Cheyenne, WY 82003-1167 ("Lender"). Borrower owes Lender the principal sum of Eighty Eight Thousand Two Hundred Dollars and no/100 Dollars (U.S. $ 88,200.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on February 1, 2024 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 OF THE MEADOW CANYON ESTATES, SUBLETTE COUNTY, WYOMING

which has the address of 72 ND WEST ROAD [Street] , BIG PINEY [City] , Wyoming 83113 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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.

Rlsd. BK 22 Rel. pg. 27 8-6-02
Asn. BK 75 Mtg pg. 118 4/5/99
Asn. BK 64 pg. 121 2/5/96

41

(Assigned BK 59 Mtg pg 41)

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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. §2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under 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 (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 or Property 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, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and

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an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. 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.

12. 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.

13. 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.

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.

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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the periods that Lender requires) provided by

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 as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 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 21, 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

LOAN NO. 008-1018143

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.

22. 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.

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

24. 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	☐ 1-4 Family Rider
☐ Graduated Payment Rider	☐ Planned Unit Development Rider	☐ Biweekly Payment Rider
☐ Balloon Rider	☐ Rate Improvement Rider	☐ Second Home 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.

Witnesses:

Steven L Despain (Seal)
STEVEN L. DESPAIN -Borrower
Social Security Number 529-02-5408

Steven L. Despain For (Seal)
DEBORAH J. DESPAIN -Borrower
Social Security Number 520-52-8194
Deborah J. Despain As Attorney in Fact For

(Seal) -Borrower (Seal) -Borrower

Social Security Number Social Security Number

[Space Below This Line For Acknowledgment]

STATE OF WYOMING, SUBLETTE **County ss:**

The foregoing instrument was acknowledged before me this 28th day of January, 1994
(date)
by STEVEN L. DESPAIN and DEBORAH J. DESPAIN, HUSBAND AND WIFE
(person acknowledging)

Ladale G. Covington
Notary Public

My Commission expires:

LADALE G. COVINGTON - NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES: 7-30-95

KEY BANK

Key Bank of Wyoming
CASPER
300 SOUTH WOLCOTT
CASPER, WY 82601
(307) 577-3000 (Lender)

245142

MORTGAGE

RECORDED February 1 1994 1:50P M
IN BOOK 59 MTG PAGE 47
FEES $ 14.00 Mary A. Proffitt COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
by Bethany A. Walker

BORROWER	MORTGAGOR
DAVID G HARVEY KATHY J HARVEY	DAVID G HARVEY KATHY J HARVEY
ADDRESS 6420 TIMBERLINE COURT CASPER, WY 82604	ADDRESS 6420 TIMBERLINE COURT CASPER, WY 82604
TELEPHONE NO. 307-265-8156 / IDENTIFICATION NO.	TELEPHONE NO. 307-265-8156 / IDENTIFICATION NO.

This document was prepared by the Lender indicated above.

In consideration of the loan or other credit accommodation hereinafter specified and any future advances or future Obligations which may hereinafter be advanced or incurred and the trust hereinafter mentioned and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby warrants and mortgages to Lender, its successors and assigns, with power of sale and right of entry and possession all of Mortgagor's present and future estate, right, title and interest in and to the real property described in Schedule A which is attached to this Mortgage and incorporated herein together with all present and future improvements and fixtures; privileges, hereditaments, and appurtenances; leases, licenses and other agreements; rents, issues and profits; water, well, ditch, reservoir and mineral rights and stocks pertaining to the real property (cumulatively "Property"); until payment in full of all Obligations secured hereby.

Moreover, in further consideration, Mortgagor does, for Mortgagor and Mortgagor's heirs, representatives and assigns, hereby expressly warrant, covenant, and agree with Lender its successors and assigns as follows:

1. **OBLIGATIONS.** This Mortgage shall secure the payment and performance of all present and future indebtedness, liabilities, obligations and covenants of Borrower or Mortgagor (cumulatively "Obligations") to Lender pursuant to:

(a) this Mortgage and the following promissory notes and other agreements:

INTEREST RATE	PRINCIPAL AMOUNT/ CREDIT LIMIT	FUNDING/ AGREEMENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER
FIXED	$21,600.00	01/19/94	01/15/09		

(b) all other present or future, written agreements with Lender which refer specifically to this Mortgage **(whether executed for the same or different purposes than the foregoing)**;

(c) any guaranty of obligations of other parties given Lender now or hereafter executed which refers to this Mortgage;

(d) future advances, whether made under an open-end credit agreement or otherwise, to the same extent as if made contemporaneously with the execution of this Mortgage, made or extended on behalf of Mortgagor or Borrower. Mortgagor agrees that if one of the Obligations is a line of credit, the lien of this Mortgage shall continue until payment in full of all debt due under the line notwithstanding the fact that from time to time (but before termination of the line) no balance may be outstanding;

(e) all repeated amendments, extensions, renewals, modifications, replacements or substitutions to any of the foregoing.

As used in this Paragraph 1, the terms Mortgagor and Borrower shall include and also mean any Mortgagor or Borrower if more than one.

2. **REPRESENTATIONS, WARRANTIES AND COVENANTS.** Mortgagor represents, warrants and covenants to Lender that:

(a) Mortgagor shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Mortgage and those described in Schedule B which is attached to this Mortgage and incorporated herein by reference, which Mortgagor agrees to pay and perform in a timely manner;

(b) Mortgagor is in compliance in all respects with all applicable federal, state and local laws and regulations, including, without limitation, those relating to "Hazardous Materials", as defined herein, and other environmental matters (the "Environmental Laws"), and neither the federal government nor the State of Wyoming or any other governmental or quasi governmental entity has filed a lien on the Property, nor are there any governmental, judicial or administrative actions with respect to environmental matters pending, or to the best of the Mortgagor's knowledge, threatened, which involve the Property. Neither Mortgagor nor, to the best of Mortgagor's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any Hazardous Materials as defined herein, in connection with the Property or transported any Hazardous Materials to or from the Property. Mortgagor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) friable or nonfriable asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; and (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect. Mortgagor shall not lease or permit the sublease of the Property to a tenant or subtenant whose operations may result in contamination of the Property with Hazardous Materials or toxic substances;

(c) All applicable laws and regulations (including, without limitation, the Americans with Disabilities Act, 42 U.S.C. 12101 et seq. (and all regulations promulgated thereunder) and all zoning and building laws and regulations) relating to the Property by virtue of any federal, state or municipal authority with jurisdiction over the Property presently are and shall be observed and complied with in all material respects, and all rights, licenses, permits, and certificates of occupancy (including but not limited to zoning variances, special exceptions for nonconforming uses, and final inspection approvals), whether temporary or permanent, which are materials to the use and occupancy of the Property, presently are and shall be obtained, preserved and, where necessary, renewed;

(d) Mortgagor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Mortgagor at any time;

(e) No action or proceeding is or shall be pending or threatened which might materially affect the Property; and

(f) Mortgagor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage.

3. **PRIOR MORTGAGES.** Mortgagor represents and warrants that there are no prior mortgages or deeds of trust affecting any part of the Property except as set forth on Schedule B attached to this Mortgage which Mortgagor agrees to pay and perform in a timely manner. If there are any prior mortgages or deeds of trust then Mortgagor agrees to pay all amounts owed, and perform all obligations required, under such mortgages or deeds of trust and the indebtedness secured thereby and further agrees that a default under any prior mortgage or deed of trust shall be a default under this Mortgage and shall entitle Lender to all rights and remedies contained herein or in the Obligations to which Lender would be entitled in the event of any other default.

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Initials

4. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN MORTGAGORS OR BORROWERS. In the event of a sale, conveyance, lease, contract for deed or transfer to any person of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Mortgagor (if Borrower or Mortgagor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity), Lender may, at its option declare the outstanding principal balance of the Obligations plus accrued interest thereon immediately due and payable, or, at Lender's sole option, Lender may consent to said conveyance in writing and may increase the interest rate of the Obligations to the interest rate which Lender would then commit to make a first mortgage loan of similar character with similar security, as determined by Lender in its sole discretion, or compensate Lender for such increased risk resulting from the breach of the foregoing covenants. At Lender's request, Mortgagor or Borrower, as the case may be, shall furnish a complete statement setting forth all of its stockholders or partners, as appropriate, and the extent of their respective stock ownership or partnership interests.

5. ASSIGNMENT OF RENTS. In consideration of the Obligations, which are secured by this Mortgage, Mortgagor absolutely assigns to Lender all Mortgagor's estate, right, title, interest claim and demand now owned or hereafter acquired in all existing and future leases of the Property (including extensions, renewals and subleases), all agreements for use and occupancy of the Property (all such leases and agreements whether written or oral, are hereafter referred to as the "Leases"), and all guaranties of lessees' performance under the Leases, together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues, profits and other income of any nature now or hereafter due (including any income of any nature coming due during any redemption period) under the Leases or from or arising out of the Property including minimum rents, additional rents, percentage rents, parking or common area maintenance contributions, tax and insurance contributions, deficiency rents, liquidated damages following default in any Lease, all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability caused by destruction or damage to the Property, all proceeds payable as a result of a lessee's exercise of an option to purchase the Property all proceeds derived from the termination or rejection of any Lease in a bankruptcy or other insolvency proceeding, and all proceeds from any rights and claims of any kind which Mortgagor may have against any lessee under the Leases or any occupants of the Property (all of the above are hereafter collectively referred to as the "Rents"). This assignment is subject to the right, power and authority given to the Lender to collect and apply the Rents. The lien created by this assignment is intended to be specific, perfected, and choate upon the recording of this Mortgage. As long as there is no default under the Obligations or this Mortgage, Lender grants Mortgagor a revocable license to collect all Rents from the Leases when due and to use such proceeds in Mortgagor's business operations. However, Lender may at any time require Mortgagor to deposit all Rents into an account maintained by Mortgagor or Lender at Lender's institution. Upon default in the payment of, or in the performance of, any of the Obligations, Lender may at its option take possession of the Property and have, hold, manage, lease and operate the Property on terms and for a period of time that Lender deems proper. Lender may proceed to collect and receive all Rents, from the property, and Lender shall have full power to periodically make alterations, renovations, repairs or replacements to the Property as Lender may deem proper. Lender may apply all Rents to the payment of the cost of such alterations, renovations, repairs and replacements and any expenses incident to taking and retaining possession of the Property and the management and operation of the Property. Lender may keep the Property properly insured and may discharge any taxes, charges, claims, assessments and other liens which may accrue. The expense and cost of these actions may be paid from the Rents received, and any unpaid amounts shall be added to the principal of the Obligations. These amounts, together with other costs, shall become part of the Obligations secured by this Mortgage.

6. LEASES AND OTHER AGREEMENTS. Mortgagor shall not take or fail to take any action which may cause or permit the termination or the withholding of any payment in connection with any Lease or other agreement ("Agreement") pertaining to the Property. In addition, Mortgagor, without Lender's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Mortgagor's rights, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Mortgagor receives at any time any written communication asserting a default by Mortgagor under an Agreement or purporting to terminate or cancel any Agreement, Mortgagor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender. All such Agreements and the amounts due to Mortgagor thereunder are hereby assigned to Lender as additional security for the Obligations.

7. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lender shall be entitled to notify or require Mortgagor to notify any third party (including, but not limited to, lessees, licensees, governmental authorities and insurance companies) to pay Lender any Indebtedness or obligation owing to Mortgagor with respect to the Property (cumulatively "Indebtedness") whether or not a default exists under this Mortgage. Mortgagor shall diligently collect the Indebtedness owing to Mortgagor from these third parties until the giving of such notification. In the event that Mortgagor possesses or receives possession of any instruments or other remittances with respect to the Indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any Indebtedness or the payment of any insurance or condemnation proceeds, Mortgagor shall hold such instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required, to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral upon, or otherwise settle any of the Indebtedness whether or not an event of default exists under this Agreement. Lender shall not be liable to Mortgagor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Notwithstanding the foregoing, nothing herein shall cause Lender to be deemed a mortgagee in possession.

8. USE AND MAINTENANCE OF PROPERTY. Mortgagor shall take all actions and make any repairs needed to maintain the Property in good condition. Mortgagor shall not commit or permit any waste to be committed with respect to the Property. Mortgagor shall use the Property solely in compliance with applicable law and insurance policies. Mortgagor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the beneficial interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Mortgagor's sole expense.

9. LOSS OR DAMAGE. Mortgagor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any cause whatsoever. In the event of any Loss or Damage, Mortgagor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.

10. INSURANCE. The Property will be kept insured for its full insurable value (replacement cost) against all hazards including loss or damage caused by flood, earthquake, tornado and fire, collision, theft or other casualty to the extent required by Lender. Mortgagor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least __30____ days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a loss payee and provide that no act or omission of Mortgagor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. In the event Mortgagor fails to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and the insurance cost shall be an advance payable and bearing interest as described in Paragraph 21 and secured hereby. Mortgagor shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Mortgagor in making and settling claims under insurance policies, cancelling any policy or endorsing Mortgagor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constantly assigned, pledged and delivered to Lender for further securing the Obligations. In the event of loss, Mortgagor shall immediately give Lender written notice and Lender is authorized to make proof of loss. Each insurance company is directed to make payments directly to Lender instead of to Lender and Mortgagor. Lender shall have the right, at its sole option, to apply such monies toward the Obligations or toward the cost of rebuilding and restoring the Property. Any amounts may at Lender's option be applied in the inverse order of the due dates thereof.

11. ZONING AND PRIVATE COVENANTS. Mortgagor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Mortgagor's use of the Property becomes a nonconforming use under any zoning provision, Mortgagor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Mortgagor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.

12. CONDEMNATION. Mortgagor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Mortgagor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property.

13. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS. Mortgagor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Mortgagor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Mortgagor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name.

14. INDEMNIFICATION. Lender shall not assume or be responsible for the performance of any of Mortgagor's obligations with respect to the Property under any circumstances. Mortgagor shall immediately provide Lender with written notice of and indemnify and hold Lender and its shareholders, directors, officers, employees and agents harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses), causes of action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Mortgagor, upon the request of Lender, shall hire legal counsel to defend Lender from such Claims, and pay the attorneys' fees, legal expenses and other costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Mortgagor's cost. Mortgagor's obligation to indemnify Lender under this paragraph shall survive the termination, release or foreclosure of this Mortgage.

15. TAXES AND ASSESSMENTS. Mortgagor shall pay all taxes and assessments relating to Property when due and immediately provide Lender evidence of payment of same. Upon the request of Lender, Mortgagor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance premium, taxes and assessments pertaining to the Property. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so held to pay any taxes or against the Obligations. Any funds applied may, at Lender's option, be applied in reverse order of the due date thereof.

16. INSPECTIO[redacted]OPERTY, BOOKS, RECORDS AND REPO[redacted] shall allow Lender or its agents to [redacted]and inspect the Property and examine, inspect and make copies of Mortgagor's books and records pertaining to the Property from time to time. Mortgagor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Mortgagor's books and records shall be genuine, true, accurate and complete in all respects. Mortgagor shall note the existence of Lender's beneficial interest in its books and records pertaining to the Property. Additionally, Mortgagor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Mortgagor's financial condition or the Property. The information shall be for such periods, shall reflect Mortgagor's records at such time, and shall be rendered with such frequency as Lender may designate. All information furnished by Mortgagor to Lender shall be true, accurate and complete in all respects, and signed by Mortgagor if Lender requests.

17. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Mortgagor shall deliver to Lender, or any intended transferee of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance on the Obligations; and (b) whether Mortgagor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature or such claims, defenses, set-offs or counterclaims. Mortgagor will be conclusively bound by any representation that Lender may make to the intended transferee with respect to these matters in the event that Mortgagor fails to provide the requested statement in a timely manner.

18. DEFAULT. Mortgagor shall be in default under this Mortgage in the event that Mortgagor, Borrower or any guarantor of any Obligation:

(a) fails to pay any Obligation to Lender when due;
(b) fails to perform any Obligation or breaches any warranty or covenant to Lender contained in this Mortgage or any other present or future agreement;
(c) destroys, loses or damages the Property in any material respect or the Property becomes subject to seizure, confiscation or condemnation;
(d) seeks to revoke, terminate or otherwise limit its liability under any guaranty to Lender or any individual guarantor dies;
(e) dies, becomes legally incompetent, is dissolved or terminated, becomes insolvent, makes an assignment for the benefit of creditors, fails to pay debts as they become due, files a petition under the federal bankruptcy laws, has an involuntary petition in bankruptcy filed in which Mortgagor, Borrower or any guarantor is named or has property taken under any writ or process of court;
(f) allows goods to be used on, transported or stored on the Property, the possession, transportation, or use of which, is illegal;
(g) allows any party other than Mortgagor or Borrower to assume or undertake any Obligation without the written consent of Lender; or
(h) causes Lender to deem itself insecure due to a significant decline in the value of the Property; or Lender, in good faith, believes that the prospect of payment or performance is impaired.

19. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):

(a) to declare the Obligations immediately due and payable in full;
(b) to collect the outstanding Obligations with or without resorting to judicial process;
(c) to require Mortgagor to deliver and make available to Lender any personal property or Chattels constituting the Property at a place reasonably convenient to Mortgagor and Lender;
(d) to enter upon and take possession of the Property without applying for or obtaining the appointment of a receiver and, at Lender's option, to appoint a receiver without bond, without first bringing suit on the Obligations and without otherwise meeting any statutory conditions regarding receivers, it being intended that Lender shall have this contractual right to appoint a receiver;
(e) to employ a managing agent of the Property and let the same, in the name of Lender or in the name of Mortgagor, and receive the rents, incomes, issues and profits of the Property and apply the same, after payment of all necessary charges and expenses, on account of the Obligations;
(f) to pay any sums in any form or manner deemed expedient by Lender to protect the security of this Mortgage or to cure any default other than payment of interest or principal on the Obligations;
(g) to foreclose this Mortgage either by suit at law or equity, as Lender may elect, or to foreclose this Mortgage by advertisement and sale of the property at public venue for cash, according to Wyoming statutes governing mortgage foreclosures;
(h) to set-off Mortgagor's Obligations against any amounts owed Mortgagor by Lender including, but not limited to, monies, instruments, and deposit accounts maintained with Lender or any currently existing or future affiliate of Lender; and
(i) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Mortgagor, Mortgagor waives the posting of any bond which might otherwise be required. Lender or Lender's designee may purchase the Property at any sale. The Property or any part thereof may be sold in one parcel, or in such parcels, manner or order as Lender in its sole discretion may elect, and one or more exercises of the power herein granted shall not extinguish or exhaust the power unless the entire Property are sold or the Obligations paid in full.

20. SECURITY INTEREST UNDER THE UNIFORM COMMERCIAL CODE. This Mortgage shall be considered a financing statement pursuant to the provisions of the Uniform Commercial Code covering fixtures, chattels, and articles of personal property now owned or hereafter attached to or to be used in connection with the Property together with any and all replacements thereof and additions thereto (the "Chattels"), and Mortgagor hereby grants Lender a security interest in such Chattels. The debtor is the Mortgagor described above. The secured party is the Lender described above. Upon demand, Mortgagor shall make, execute and deliver such security agreements (as such term is defined in the Uniform Commercial Code of Wyoming) as Lender at any time may deem necessary or proper or require to grant to Lender a perfected security interest in the Chattels, and upon Mortgagor's failure to do so, Lender is authorized to sign any such agreement as the agent of Mortgagor. Mortgagor hereby authorizes Lender to file financing statements (as such term is defined in said Uniform Commercial Code) with respect to the Chattels, at any time, without the signature of Mortgagor. Mortgagor will, however, at any time upon request of Lender, sign such financing statements. Mortgagor will pay all filing fees for the filing of such financing statements and for the refiling thereof at the times required, in the opinion of Lender, by said Uniform Commercial Code. If the lien of this Mortgage be subject to any security agreement covering the Chattels, then in the event of any default under this Mortgage, all the right, title and interest of Mortgagor in and to any and all of the Chattels is hereby assigned to Lender, together with the benefit of any deposits or payments now or hereafter made thereof by Mortgagor or the predecessors or successors in title of Mortgagor in the Property.

21. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Lender, at Lender's option, may expend funds (including attorneys' fees and legal expenses) to perform any act required to be taken by Mortgagor or to exercise any right or remedy of Lender under this Mortgage. Upon demand, Mortgagor shall immediately reimburse Lender for all such amounts expended by Lender together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the beneficial interest granted herein. If the Obligations are paid after the beginning of publication of notice of sale, as herein provided, or in the event Lender shall, at its sole option, permit Mortgagor to pay any part of the Obligations after the beginning of publication of notice of sale, as herein provided, then, Mortgagor shall pay on demand all expenses incurred by the Lender in connection with said publication, including reasonable attorneys' fees to the attorneys for the Lender, and this Mortgage shall be security for all such expenses and fees.

22. APPLICATION OF PAYMENTS. All payments made by or on behalf of Mortgagor may be applied against the amounts paid by Lender (including attorneys' fees and legal expenses) in connection with the exercise of the rights or remedies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Lender chooses.

23. POWER OF ATTORNEY. Mortgagor hereby appoints Lender as its attorney-in-fact to endorse Mortgagor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Mortgagor under this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Mortgagor from any Obligation or cure any default under this Mortgage. The powers of attorney described in this Mortgage are coupled with an interest and are irrevocable.

24. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.

25. COLLECTION COSTS. To the extent permitted by law, Mortgagor agrees to pay Lender's reasonable fees and costs, including but not limited to fees and costs of attorneys and other agents (including without limitation paralegals, clerks and consultants), which are incurred by Lender in collecting any amount due or enforcing any right or remedy under this Mortgage or any other agreement between Mortgagor and Lender, all whether or not suit is brought and including but not limited to fees and costs incurred on appeal, in bankruptcy, and for post-judgment collection actions and whether or not such attorney is an employee of Lender.

26. PARTIAL RELEASE. Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Nothing herein shall be deemed to obligate Lender to release any of its interest in the Property, nor shall Lender be obligated to release any part of the Property if Mortgagor is in default under this Mortgage.

27. MODIFICATION AND WAIVER. The modification or waiver of any of Mortgagor's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by Lender. Lender may perform any of Borrower's or Mortgagor's Obligations, delay or fail to exercise any of its rights or accept payments from Mortgagor or anyone other than Mortgagor without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Mortgagor's Obligations under this Mortgage shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the Obligations belonging to any Mortgagor, Borrower or third party or any of its rights against any Mortgagor, Borrower or third party or any of the Property. Lender's failure to insist upon strict performance of any of the Obligations shall not be deemed a waiver and Lender shall have the right at any time thereafter to insist upon strict performance.

28. SUCCESSORS AND ASSIGNS. This Mortgage shall be binding upon and inure to the benefit of Mortgagor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees and devisees.

29. NOTICES. Except as otherwise required by law, any notice or other communication to be provided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties may designate in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given three (3) days after such notice is sent and any other such notice shall be deemed given when received by the person to whom such notice is being given.

30. SEVERABILITY. If any provision of this Mortgage violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable.

31. APPLICABLE LAW. This Mortgage shall be governed by the laws of the State of Wyoming. Unless applicable law provides otherwise, Mortgagor consents to the jurisdiction and venue of any court selected by Lender, in its sole discretion, located in Wyoming.

32. MISCELLANEOUS. Mortgagor and Lender agree that time is of the essence. Mortgagor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Mortgagor in this Mortgage shall include all persons signing below. If there is more than one Mortgagor, their Obligations shall be joint and several. This Mortgage represents the complete integrated understanding between Mortgagor and Lender pertaining to the terms and conditions hereof.

33. RELEASE AND WAIVER OF HOMESTEAD. 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 Mortgagor is lawfully seized of said Property, that it is free from all encumbrances, and hereby covenants to warrant and defend the title of said Property against the lawful claims of all persons whomsoever.

Any Mortgagor who signs this Mortgage but does not execute the Note or Agreement evidencing the Obligations (the "Note"): (a) is signing this document to grant and convey their interest in the Property under the terms of this document; (b) is not personally obligated to pay the Note; (c) agrees that Lender and any Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this document or the Note without that Mortgagor's consent; (d) hereby releases and forever quit-claims unto Lender, as Mortgagee, all his/her rights of homestead in and to the Property.

34. ADDITIONAL TERMS.

Mortgagor acknowledges that Mortgagor has read, understands, and agrees to the terms and conditions of this Mortgage.

IN WITNESS HEREOF, Mortgagor has executed this instrument either individually or has caused this instrument to be executed and delivered in its name by its duly authorized representative on the date of the acknowledgment.

Dated this 19TH day of JANUARY, 1994

MORTGAGOR: DAVID G HARVEY

DAVID G HARVEY

MORTGAGOR: KATHY J HARVEY

KATHY J HARVEY

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

STATE OF WYOMING)
) ss:
COUNTY OF WYOMING)

On this 19th day of January, 1994, before me personally appeared David G. Harvey Kathy J Harvey to me known to be the person(s) described in and who executed the 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.

Given under my hand and seal this 19th day of January, 1994.

(SEAL)

VANCE J. SPRECHER - NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires June 8, 1996

My Commission Expires:

Notary Public

STATE OF WYOMING)
) ss:
COUNTY OF _____)

On this _____ day of _____, _____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he/she/they are the _____, respectively, of said _____, executing the foregoing instrument, that said instrument was signed on behalf of said _____, by authority of its _____, and the above signed person(s) acknowledged the execution of said instrument to be the free act and deed of said _____.

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

My Commission Expires: _____

Notary Public

RELEASE OF HOMESTEAD RIGHTS:

STATE OF WYOMING)
) ss:
COUNTY OF LARAMIE _____)

On this _____ day of _____, _____, before me personally appeared _____ to me known to be the spouse of _____, and who executed the foregoing instrument for purposes of waiving and relinquishing his/her homestead rights, acknowledged that he/she had been fully advised of his/her rights and the effect of signing, and acknowledged that he/she executed the foregoing instrument as his/her free act and deed.

Given under my hand and seal this _____ day of _____, _____.

(SEAL)

My Commission Expires:

Notary Public

SCHEDULE A

LOT 12 OF THE ANTELOPE HILLS SUB[illegible] CAMPBELL COUNTY, WYOMING

SCHEDULE B

AFTER RECORDING RETURN TO LENDER AT ITS ADDRESS DESCRIBED ABOVE.

52 Rlsd. BIC 19 Rel. pg 361 10-26-98

MORTGAGE

THIS MORTGAGE, made as of the 1st day of February, 1994, from **HARVEY R. NORRIS and MANDY L. NORRIS,** husband and wife, of P.O. Box 309, Pinedale, WY 82941, hereinafter referred to as "Mortgagors", to **HARLE H. DAMON,** of Rolling Hills Estates, CA 90274, hereinafter referred to as "Mortgagee".

The Mortgagors, for and in consideration of the sum of Fifteen Thousand and NO/100 ($15,000.00) Dollars in lawful money of the United States, to secure certain indebtedness, evidenced by a Promissory Note of even date herewith, do hereby grant, bargain, mortgage and convey to the Mortgagee, the real property situated in Sublette County, Wyoming, described in Exhibit "A" as attached hereto. The indebtedness secured hereby is described as:

A. The principal balance of Fifteen Thousand and NO/100 ($15,000.00) Dollars together with interest at the rate of eight (8%) per annum thereon shall be paid in one hundred twenty (120) equal monthly installments of interest and principal of $181.99 each. Payments of said monthly installments shall begin on March 1, 1994 and continue in like amount on or before the same day of each and every month thereafter. Interest shall accrue on the principal amount from February 1, 1994. All payments shall first be applied to accrued interest and then to principal as of the date received.

B. Mortgagors shall have the right to make additional cash payments at any time and may pay the entire balance due, with any interest to date of such payment, at any time without penalty. A partial payment shall not act to reduce the amount or change the date of the next monthly payment due but shall act by reduction of principal owed to reduce the total term of the Mortgage and thus the total amount of interest paid. Mortgagors may pay an amount equal to a monthly payment and specify that it is an advance monthly payment and not a prepayment and thus have said payment act to satisfy the next respective monthly payment obligation.

C. It is specifically agreed that late payments accepted by Mortgagee will not operate to change or modify any of the due dates or other payments due hereunder. Any payment not received as set out herein shall accrue a late charge of $15.00 after 10 days past the due date. A late payment shall not be considered cured until said late payment is paid in full together with any accrued late charge.

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 to the express condition that, if the Mortgagors pay, or cause to be paid, to the Mortgagee the sums set out above and all extensions and

245144

RECORDED Feb. 1 1994 3:2[illegible] M
IN BOOK 5[illegible] PAGE 52
FEES $ 14.00
SUB[illegible] COUNTY CLERK
[illegible]INTY, PINEDALE WYOM[illegible]

renewals thereof and all other amounts due hereunder, then this Mortgage and such note shall cease and be null and void. The Mortgagors hereby covenant to pay all such amounts.

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.

(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 Mortgagee may, without notice or demand, pay the same. The Mortgagors covenant and agree that all such sums of money so expended, shall be added to the debt hereby secured, and agree 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 secured hereby until repaid, and the same shall be a lien on the property and be secured by this Mortgage. The Mortgagee is not required by this provision to advance such funds. A failure by Mortgagors to timely pay such taxes, assessments or other lawful charges shall constitute a default under this mortgage the same as non-payment of the sums secured by this mortgage even if such funds are advanced by Mortgagee.

3. 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 or conveyance of the property so sold. The Mortgagors agree to pay all costs of enforcement and of foreclosure, including reasonable attorney's 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 attorney's 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 on the indebtedness hereby secured; and (4th) the surplus, if any, shall be paid to the Mortgagors (subject to the rights of any junior lienholder). Provided that no foreclosure action shall be taken by the Mortgagee until thirty (30) days have elapsed since Mortgagee has given written notice to Mortgagors of such default and Mortgagors have failed to cure such default within said thirty (30) day period.

4. 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 secured hereby and any other indebtedness secured hereby, and the Mortgagee shall be entitled to a deficiency judgment.

5. The acceptance of this Mortgage, and the Promissory Note it secures, by the Mortgagee, shall be an acceptance of the terms and conditions contained herein.

6. 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 Mortgagors and the Mortgagee. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

7. The Mortgagors 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.

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

Harvey R Norris
HARVEY R. NORRIS

Mandy L Norris
MANDY L. NORRIS

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

The foregoing MORTGAGE was acknowledged before me by HARVEY R. NORRIS and MANDY L. NORRIS, this 1st day of February, 1994.

Witness my hand and official seal.

Cyd M. Goodrich
NOTARY PUBLIC

My Commission Expires: 10-29-94

EXHIBIT "A"

Lot Thirteen (13) of the Redstone New Fork River Subdivision, 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 for Sublette County. Wyoming;
TOGETHER WITH all improvements and appurtenances thereunto appertaining.
SUBJECT TO reservations and restrictions contained in the United States patents or of record, to easements and rights-of-way of record or in use and to prior mineral reservations of record.
SUBJECT TO restrictions and covenants governing Redstone New Fork River Subdivision as recorded 9/16/77, in Book 33 of Misc., Page 206 in the office of the County Clerk, Sublette County, Wyoming;
NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM.
NO PROPOSED DOMESTIC WATER SOURCE.
NO PROPOSED PUBLIC MAINTENANCE OF STREETS OR ROADS.

[redacted] [redacted] [redacted]

MORTGAGE

Tim Singewald, a single man, and Tim Singewald as President of Gnarly Dogs, Inc., and Scott Smith as Secretary of Gnarly Dogs, Inc., Gnarly Dogs, Inc. being a Wyoming corporation, (hereinafter "MORTGAGOR"), to secure the payment of the sum of One Hundred Forty Two Thousand Eight Dollars ($142,008.00), with interest thereon, as provided in and evidenced by a promissory note of even date herewith (the ultimate maturity date of which is the 1st day of April, 2001) and all renewals, modifications and extensions thereof, does hereby mortgage unto June Adams, Brian Nash, Peter Nash, Power Plus Limited, a limited company, (hereinafter "MORTGAGEE") the following described real property, situate in the County of Sublette, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

Township 37 North, Range 110 West of the 6th P.M.,
Sublette County, Wyoming;

Section 3: W 1/2 SE1/4, W1/2 E1/2 SE1/4, SW1/4,
Except that part of the S 1/2 SW 1/4 described as
follows:
Beginning at the southwest corner of said Section 3;
thence N. 00°09'E., 1056.00 feet along the west line of
said Section 3; thence N. 89°48'E., 1650.00 feet
parallel with the south line of said Section 3; thence
S.00°09'W., 1056.00 feet parallel with the west line of
said Section 3 to the south line of said Section 3;
thence S.89°48'W., 1650.00 feet along the south line
of said Section 3 to the Point of Beginning.

Together with all and singular the improvements thereon or thereto appertaining, (the "Property").

RECORDED Feb 4 1994 8:00AM
IN BOOK 59 PAGE 57
FEES $ 12.00 Mtg
SUBLETTE COUNTY, PINEDALE WYOMING
BY: Carol A. Heaney, Deputy

245162

MORTGAGOR agrees to pay the indebtedness hereby secured; to pay all taxes, assessments and charges levied against the Property, as the same become due and payable; to secure, maintain and furnish MORTGAGEE evidence thereof, insurance with an insurance carrier or carriers acceptable to MORTGAGEE, covering the insurable improvements on the Property against loss by fire, with extended coverage, in an amount not less than the unpaid balance of the debt hereby secured, or the insurable value of such improvements, whichever is less, which insurance shall contain an appropriate loss payable provision protecting MORTGAGOR and MORTGAGEE as their respective interests may appear from time to time. In the event MORTGAGOR fails to pay such taxes and assessments, or fails to keep and maintain such insurance as herein provided, MORTGAGEE may pay such taxes and assessments and may secure and pay for such insurance, and all sums so paid shall be added to and considered a part of the indebtedness hereby secured and shall draw interest at the same rate.

In case default shall be made in the payment of the above sums 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

Misc BK 21 Pg 39

be made in any of the covenants and agreements thereof, which default is not cured within thirty (30) days after notice thereof is given by MORTGAGEE, or in the event MORTGAGOR sells or conveys the Property, or any part thereof, or any interest therein, without the prior written consent of the MORTGAGEE first had and obtained, then the whole indebtedness hereby secured, with interest thereon, shall become due and payable, at the option of MORTGAGEE, and MORTGAGEE'S legal representatives and assigns, may proceed by advertisement and sale and/or as otherwise authorized by governing law, to foreclose on and sell the Property, and out of the proceeds of such sale, MORTGAGEE shall pay all sums due hereunder, together with all costs of sale, including reasonable attorney's fees. If the proceeds of the foreclosure sale are insufficient to pay the indebtedness hereby secured and foreclosure costs, MORTGAGEE shall be entitled to a deficiency judgment.

In the event of any default whereby the right of foreclosure occurs hereunder, MORTGAGEE shall at once become entitled to exclusive possession, use and enjoyment of the Property, and to all rents, issues and profits from the accruing of any such rights and during the pendency of the foreclosure proceedings, and the period of redemption, if any there be.

MORTGAGOR warrants title to the Property as to parties claiming, by through or under MORTGAGOR only.

MORTGAGEE agrees to subordinate to a total of $350,000.00 in priority liens, including but not limited to a first mortgage on the property. If MORTGAGOR causes the filing of any priority liens in excess of $350,000.00 then this mortgage shall become immediately due under the provisions of this mortgage for any and all amounts exceeding the $350,000.00 described herein.

WITNESS my hand this 21st day of January, 1994.

Tim Singewald

Tim Singewald, as President of Gnarly Dogs, Inc.

Gnarly Dogs, Inc.

By: _____
Scott Smith,
as its secretary

Its:

SEAL

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by TIM SINGEWALD this 24 day of January 1994.

WITNESS my hand and official seal.

SEAL

Karen Lewis
Notary Public

My commission expires: My Commission Expires: 10-06-96

STATE OF Colorado)
) ss.
COUNTY OF Boulder)

The foregoing instrument was acknowledged before me by ~~Tim Singewald as President of Gnarly Dogs, Inc.~~ and by Scott Smith as Secretary of Gnarly Dogs, Inc., this 27th day of January, 1994.

WITNESS my hand and official seal.

SEAL

Mary Beth Sier
Notary Public

My commission expires: My Commission Expires February 26, 1997

STATE OF Wyoming)
) ss.
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by TIM SINGEWALD as President of Gnarly Dogs, Inc., this 21st day of January, 1994.

WITNESS my hand and official seal.

LAURIE D. BURGESS NOTARY PUBLIC SUBLETTE COUNTY, WY. (SEAL)

Laurie D. Burgess
Notary Public

My commission expires: 7.19.97

KEY BANK

Key Bank of Wyoming
BIG PINEY
440 BUDD AVENUE PO BOX 428
BIG PINEY, WY 83113
307-276-3961 (Lender)

245173

COMMERCIAL MORTGAGE

RECORDED Feb 4, 1994 11:40AM
IN BOOK 59 Mtg PAGE 61
FEES 11.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sorton

BORROWER	MORTGAGOR
ROBERT KARSCH JANICE KARSCH	ROBERT KARSCH JANICE KARSCH
ADDRESS PO BOX 1540 PINEDALE, WY 82941	ADDRESS PO BOX 1540 PINEDALE, WY 82941
TELEPHONE NO. 307-367-2326	TELEPHONE NO. 307-367-2326
IDENTIFICATION NO.	IDENTIFICATION NO.

This document was prepared by the Lender indicated above.

In consideration of the loan or other credit accommodation hereinafter specified and any future advances or future Obligations which may hereinafter be advanced or incurred and the trust hereinafter mentioned and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby warrants and mortgages to Lender, its successors and assigns, with power of sale and right of entry and possession all of Mortgagor's present and future estate, right, title and interest in and to the real property described in Schedule A which is attached to this Mortgage and incorporated herein together with all present and future improvements and fixtures; privileges, hereditaments, and appurtenances; leases, licenses and other agreements; rents, issues and profits; water, well, ditch, reservoir and mineral rights and stocks pertaining to the real property (cumulatively "Property"); until payment in full of all Obligations secured hereby.

Moreover, in further consideration, Mortgagor does, for Mortgagor and Mortgagor's heirs, representatives and assigns, hereby expressly warrant, covenant, and agree with Lender its successors and assigns as follows:

1. OBLIGATIONS. This Mortgage shall secure the payment and performance of all present and future indebtedness, liabilities, obligations and covenants of Borrower or Mortgagor (cumulatively "Obligations") to Lender pursuant to:

(a) this Mortgage and the following promissory notes and other agreements:

INTEREST RATE	PRINCIPAL AMOUNT/ CREDIT LIMIT	FUNDING/ AGREEMENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER
VARIABLE	$52,800.00	02/03/94	02/03/99	65055	103019

(b) all other present or future, written agreements with Lender which refer specifically to this Mortgage **(whether executed for the same or different purposes than the foregoing)**;

(c) any guaranty of obligations of other parties given Lender now or hereafter executed which refers to this Mortgage;

(d) future advances, whether made under an open-end credit agreement or otherwise to the same extent as if made contemporaneously with the execution of this Mortgage, made or extended on behalf of Mortgagor or Borrower. Mortgagor agrees that if one of the Obligations is a line of credit, the lien of this Mortgage shall continue until payment in full of all debt due under the line notwithstanding the fact that from time to time (but before termination of the line) no balance may be outstanding;

(e) all repeated amendments, extensions, renewals, modifications, replacements or substitutions to any of the foregoing.

As used in this Paragraph 1, the terms Mortgagor and Borrower shall include and also mean any Mortgagor or Borrower if more than one.

2. REPRESENTATIONS, WARRANTIES AND COVENANTS. Mortgagor represents, warrants and covenants to Lender that:

(a) Mortgagor shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Mortgage and those described in Schedule B which is attached to this Mortgage and incorporated herein by reference, which Mortgagor agrees to pay and perform in a timely manner;

(b) Mortgagor is in compliance in all respects with all applicable federal, state and local laws and regulations, including, without limitation, those relating to "Hazardous Materials", as defined herein, and other environmental matters (the "Environmental Laws"), and neither the federal government nor the State of Wyoming or any other governmental or quasi governmental entity has filed a lien on the Property, nor are there any governmental, judicial or administrative actions with respect to environmental matters pending, or to the best of the Mortgagor's knowledge, threatened, which involve the Property. Neither Mortgagor nor, to the best of Mortgagor's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any Hazardous Materials as defined herein, in connection with the Property or transported any Hazardous Materials to or from the Property. Mortgagor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) friable or nonfriable asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; and (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect. Mortgagor shall not lease or permit the sublease of the Property to a tenant or subtenant whose operations may result in contamination of the Property with Hazardous Materials or toxic substances;

(c) All applicable laws and regulations (including, without limitation, the Americans with Disabilities Act, 42 U.S.C. 12101 et seq. (and all regulations promulgated thereunder) and all zoning and building laws and regulations) relating to the Property by virtue of any federal, state or municipal authority with jurisdiction over the Property presently are and shall be observed and complied with in all material respects, and all rights, licenses, permits, and certificates of occupancy (including but not limited to zoning variances, special exceptions for nonconforming uses, and final inspection approvals), whether temporary or permanent, which are materials to the use and occupancy of the Property, presently are and shall be obtained, preserved and, where necessary, renewed;

(d) Mortgagor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Mortgagor at any time;

(e) No action or proceeding is or shall be pending or threatened which might materially affect the Property; and

(f) Mortgagor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage.

3. PRIOR MORTGAGES. Mortgagor represents and warrants that there are no prior mortgages affecting any part of the Property except as set forth on Schedule B attached to this Mortgage which Mortgagor agrees to pay and perform in a timely manner. If there are any prior mortgages then Mortgagor agrees to pay all amounts owed, and perform all obligations required, under such mortgages and the indebtedness secured thereby and further agrees that a default under any prior mortgage shall be a default under this Mortgage and shall entitle Lender to all rights and remedies contained herein or in the Obligations to which Lender would be entitled in the event of any other default.

61 Released Bk 17 Pg. 258

4. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN MORTGAGORS OR BORROWERS. In the event of a sale, conveyance, lease, contract for deed or transfer to any person of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Mortgagor (if Borrower or Mortgagor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity), Lender may, at its option declare the outstanding principal balance of the Obligations plus accrued interest thereon immediately due and payable, or, at Lender's sole option, Lender may consent to said conveyance in writing and may increase the interest rate of the Obligations to the interest rate which Lender would then commit to make a first mortgage loan of similar character with similar security, as determined by Lender in its sole discretion, or compensate Lender for such increased risk resulting from the breach of the foregoing covenants. At Lender's request, Mortgagor or Borrower, as the case may be, shall furnish a complete statement setting forth all of its stockholders or partners, as appropriate, and the extent of their respective stock ownership or partnership interests.

5. ASSIGNMENT OF RENTS. In consideration of the Obligations, which are secured by this Mortgage, Mortgagor absolutely assigns to Lender all Mortgagor's estate, right, title, interest claim and demand now owned or hereafter acquired in all existing and future leases of the Property (including extensions, renewals and subleases), all agreements for use and occupancy of the Property (all such leases and agreements whether written or oral, are hereafter referred to as the "Leases"), and all guaranties of lessees' performance under the Leases, together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues, profits and other income of any nature now or hereafter due (including any income of any nature coming due during any redemption period) under the Leases or from or arising out of the Property including minimum rents, additional rents, percentage rents, parking or common area maintenance contributions, tax and insurance contributions, deficiency rents, liquidated damages following default in any Lease, all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability caused by destruction or damage to the Property, all proceeds payable as a result of a lessee's exercise of an option to purchase the Property all proceeds derived from the termination or rejection of any Lease in a bankruptcy or other insolvency proceeding, and all proceeds from any rights and claims of any kind which Mortgagor may have against any lessee under the Leases or any occupants of the Property (all of the above are hereafter collectively referred to as the "Rents"). This assignment is subject to the right, power and authority given to the Lender to collect and apply the Rents. The lien created by this assignment is intended to be specific, perfected, and choate upon the recording of this Mortgage. As long as there is no default under the Obligations or this Mortgage, Lender grants Mortgagor a revocable license to collect all Rents from the Leases when due and to use such proceeds in Mortgagor's business operations. However, Lender may at any time require Mortgagor to deposit all Rents into an account maintained by Mortgagor or Lender at Lender's institution. Upon default in the payment of, or in the performance of, any of the Obligations, Lender may at its option take possession of the Property and have, hold, manage, lease and operate the Property on terms and for a period of time that Lender deems proper. Lender may proceed to collect and receive all Rents, from the property, and Lender shall have full power to periodically make alterations, renovations, repairs or replacements to the Property as Lender may deem proper. Lender may apply all Rents to the payment of the cost of such alterations, renovations, repairs and replacements and any expenses incident to taking and retaining possession of the Property and the management and operation of the Property. Lender may keep the Property properly insured and may discharge any taxes, charges, claims, assessments and other liens which may accrue. The expense and cost of these actions may be paid from the Rents received, and any unpaid amounts shall be added to the principal of the Obligations. These amounts, together with other costs, shall become part of the Obligations secured by this Mortgage.

6. LEASES AND OTHER AGREEMENTS. Mortgagor shall not take or fail to take any action which may cause or permit the termination or the withholding of any payment in connection with any Lease or other agreement ("Agreement") pertaining to the Property. In addition, Mortgagor, without Lender's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Mortgagor's rights, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Mortgagor receives at any time any written communication asserting a default by Mortgagor under an Agreement or purporting to terminate or cancel any Agreement, Mortgagor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender. All such Agreements and the amounts due to Mortgagor thereunder are hereby assigned to Lender as additional security for the Obligations.

7. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lender shall be entitled to notify or require Mortgagor to notify any third party (including, but not limited to, lessees, licensees, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Mortgagor with respect to the Property (cumulatively "Indebtedness") whether or not a default exists under this Mortgage. Mortgagor shall diligently collect the Indebtedness owing to Mortgagor from these third parties until the giving of such notification. In the event that Mortgagor possesses or receives possession of any instruments or other remittances with respect to the Indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any Indebtedness or the payment of any insurance or condemnation proceeds, Mortgagor shall hold such instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required, to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral upon, or otherwise settle any of the Indebtedness whether or not an event of default exists under this Agreement. Lender shall not be liable to Mortgagor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Notwithstanding the foregoing, nothing herein shall cause Lender to be deemed a mortgagee in possession.

8. USE AND MAINTENANCE OF PROPERTY. Mortgagor shall take all actions and make any repairs needed to maintain the Property in good condition. Mortgagor shall not commit or permit any waste to be committed with respect to the Property. Mortgagor shall use the Property solely in compliance with applicable law and insurance policies. Mortgagor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the beneficial interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Mortgagor's sole expense.

9. LOSS OR DAMAGE. Mortgagor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any cause whatsoever. In the event of any Loss or Damage, Mortgagor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.

10. INSURANCE. The Property will be kept insured for its full insurable value (replacement cost) against all hazards including loss or damage caused by flood, earthquake, tornado and fire, collision, theft or other casualty to the extent required by Lender. Mortgagor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least 30 days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a loss payee and provide that no act or omission of Mortgagor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. In the event Mortgagor fails to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and the insurance cost shall be an advance payable and bearing interest as described in Paragraph 21 and secured hereby. Mortgagor shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Mortgagor in making and settling claims under insurance policies, cancelling any policy or endorsing Mortgagor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constantly assigned, pledged and delivered to Lender for further securing the Obligations. In the event of loss, Mortgagor shall immediately give Lender written notice and Lender is authorized to make proof of loss. Each insurance company is directed to make payments directly to Lender instead of to Lender and Mortgagor. Lender shall have the right, at its sole option, to apply such monies toward the Obligations or toward the cost of rebuilding and restoring the Property. Any amounts may at Lender's option be applied in the inverse order of the due dates thereof.

11. ZONING AND PRIVATE COVENANTS. Mortgagor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Mortgagor's use of the Property becomes a nonconforming use under any zoning provision, Mortgagor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Mortgagor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.

12. CONDEMNATION. Mortgagor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Mortgagor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property.

13. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS. Mortgagor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Mortgagor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Mortgagor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name.

14. INDEMNIFICATION. Lender shall not assume or be responsible for the performance of any of Mortgagor's obligations with respect to the Property under any circumstances. Mortgagor shall immediately provide Lender with written notice of and indemnify and hold Lender and its shareholders, directors, officers, employees and agents harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses), causes of action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Mortgagor, upon the request of Lender, shall hire legal counsel to defend Lender from such Claims, and pay the attorneys' fees, legal expenses and other costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Mortgagor's cost. Mortgagor's obligation to indemnify Lender under this paragraph shall survive the termination, release or foreclosure of this Mortgage.

15. TAXES AND ASSESSMENTS. Mortgagor shall pay all taxes and assessments relating to Property when due and immediately provide Lender evidence of payment of same. Upon the request of Lender, Mortgagor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance premium, taxes and assessments pertaining to the Property. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so held to pay any taxes or against the Obligations. Any funds applied may, at Lender's option, be applied in reverse order of the due dates thereof.

16. INSPECTIO[redacted]OPERTY, BOOKS, RECORDS AND REPO[redacted]rtgagor shall allow Lender or its agents to [redacted]and inspect the Property and examine, inspect and make copies of Mortgagor's books and records pertaining to the Property from time to time. Mortgagor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Mortgagor's books and records shall be genuine, true, accurate and complete in all respects. Mortgagor shall note the existence of Lender's beneficial interest in its books and records pertaining to the Property. Additionally, Mortgagor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Mortgagor's financial condition or the Property. The information shall be for such periods, shall reflect Mortgagor's records at such time, and shall be rendered with such frequency as Lender may designate. All information furnished by Mortgagor to Lender shall be true, accurate and complete in all respects, and signed by Mortgagor if Lender requests.

17. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Mortgagor shall deliver to Lender, or any intended transferee of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance on the Obligations; and (b) whether Mortgagor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature or such claims, defenses, set-offs or counterclaims. Mortgagor will be conclusively bound by any representation that Lender may make to the intended transferee with respect to these matters in the event that Mortgagor fails to provide the requested statement in a timely manner.

18. DEFAULT. Mortgagor shall be in default under this Mortgage in the event that Mortgagor, Borrower or any guarantor of any Obligation:

(a) fails to pay any Obligation to Lender when due;
(b) fails to perform any Obligation or breaches any warranty or covenant to Lender contained in this Mortgage or any other present or future agreement;
(c) destroys, loses or damages the Property in any material respect or the Property becomes subject to seizure, confiscation or condemnation;
(d) seeks to revoke, terminate or otherwise limit its liability under any guaranty to Lender or any individual guarantor dies;
(e) dies, becomes legally incompetent, is dissolved or terminated, becomes insolvent, makes an assignment for the benefit of creditors, fails to pay debts as they become due, files a petition under the federal bankruptcy laws, has an involuntary petition in bankruptcy filed in which Mortgagor, Borrower or any guarantor is named or has property taken under any writ or process of court;
(f) allows goods to be used on, transported or stored on the Property, the possession, transportation, or use of which, is illegal;
(g) allows any party other than Mortgagor or Borrower to assume or undertake any Obligation without the written consent of Lender; or
(h) causes Lender to deem itself insecure due to a significant decline in the value of the Property; or Lender, in good faith, believes that the prospect of payment or performance is impaired.

19. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):

(a) to declare the Obligations immediately due and payable in full;
(b) to collect the outstanding Obligations with or without resorting to judicial process;
(c) to require Mortgagor to deliver and make available to Lender any personal property or Chattels constituting the Property at a place reasonably convenient to Mortgagor and Lender;
(d) to enter upon and take possession of the Property without applying for or obtaining the appointment of a receiver and, at Lender's option, to appoint a receiver without bond, without first bringing suit on the Obligations and without otherwise meeting any statutory conditions regarding receivers, it being intended that Lender shall have this contractual right to appoint a receiver;
(e) to employ a managing agent of the Property and let the same, in the name of Lender or in the name of Mortgagor, and receive the rents, incomes, issues and profits of the Property and apply the same, after payment of all necessary charges and expenses, on account of the Obligations;
(f) to pay any sums in any form or manner deemed expedient by Lender to protect the security of this Mortgage or to cure any default other than payment of interest or principal on the Obligations;
(g) to foreclose this Mortgage either by suit at law or equity, as Lender may elect, or to foreclose this Mortgage by advertisement and sale of the property at public venue for cash, according to Wyoming statutes governing mortgage foreclosures;
(h) to set-off Mortgagor's Obligations against any amounts owed Mortgagor by Lender including, but not limited to, monies, instruments, and deposit accounts maintained with Lender or any currently existing or future affiliate of Lender; and
(i) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Mortgagor, Mortgagor waives the posting of any bond which might otherwise be required. Lender or Lender's designee may purchase the Property at any sale. The Property or any part thereof may be sold in one parcel, or in such parcels, manner or order as Lender in its sole discretion may elect, and one or more exercises of the power herein granted shall not extinguish or exhaust the power unless the entire Property is sold or the Obligations paid in full.

20. SECURITY INTEREST UNDER THE UNIFORM COMMERCIAL CODE. This Mortgage shall be considered a financing statement pursuant to the provisions of the Uniform Commercial Code covering fixtures, chattels, and articles of personal property now owned or hereafter attached to or to be used in connection with the Property together with any and all replacements thereof and additions thereto (the "Chattels"), and Mortgagor hereby grants Lender a security interest in such Chattels. The debtor is the Mortgagor described above. The secured party is the Lender described above. Upon demand, Mortgagor shall make, execute and deliver such security agreements (as such term is defined in the Uniform Commercial Code of Wyoming) as Lender at any time may deem necessary or proper or require to grant to Lender a perfected security interest in the Chattels, and upon Mortgagor's failure to do so, Lender is authorized to sign any such agreement as the agent of Mortgagor. Mortgagor hereby authorizes Lender to file financing statements (as such term is defined in said Uniform Commercial Code) with respect to the Chattels, at any time, without the signature of Mortgagor. Mortgagor will, however, at any time upon request of Lender, sign such financing statements. Mortgagor will pay all filing fees for the filing of such financing statements and for the refiling thereof at the times required, in the opinion of Lender, by said Uniform Commercial Code. If the lien created by this Mortgage be subject to any security agreement covering the Chattels, then in the event of any default under this Mortgage, all the right, title and interest of Mortgagor in and to any and all of the Chattels is hereby assigned to Lender, together with the benefit of any deposits or payments now or hereafter made thereof by Mortgagor or the predecessors or successors in title of Mortgagor in the Property.

21. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Lender, at its option, may expend funds (including attorneys' fees and legal expenses) to perform any act required to be taken by Mortgagor or to exercise any right or remedy of Lender under this Mortgage. Upon demand, Mortgagor shall immediately reimburse Lender for all such amounts expended by Lender together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the beneficial interest granted herein. If the Obligations are paid after the beginning of publication of notice of sale, as herein provided, or in the event Lender shall, at its sole option, permit Mortgagor to pay any part of the Obligations after the beginning of publication of notice of sale, as herein provided, then, Mortgagor shall pay on demand all expenses incurred by the Lender in connection with said publication, including reasonable attorneys' fees to the attorneys for Lender, and this Mortgage shall be security for all such expenses and fees.

22. APPLICATION OF PAYMENTS. All payments made by or on behalf of Mortgagor may be applied against the amounts paid by Lender (including attorneys' fees and legal expenses) in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Lender chooses.

23. POWER OF ATTORNEY. Mortgagor hereby appoints Lender as its attorney-in-fact to endorse Mortgagor's name on all instruments and other documents pertaining to the Obligations or Indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Mortgagor under this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Mortgagor from any Obligation or cure any default under this Mortgage. The powers of attorney described in this Mortgage are coupled with an interest and are irrevocable.

24. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.

25. COLLECTION COSTS. To the extent permitted by law, Mortgagor agrees to pay Lender's reasonable fees and costs, including but not limited to fees and costs of attorneys and other agents (including without limitation paralegals, clerks and consultants), which are incurred by Lender in collecting any amount due or enforcing any right or remedy under this Mortgage or any other agreement between Mortgagor and Lender, all whether or not suit is brought and including but not limited to fees and costs incurred on appeal, in bankruptcy, and for post-judgment collection actions and whether or not such attorney is an employee of Lender.

26. PARTIAL RELEASE. Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Nothing herein shall be deemed to obligate Lender to release any of its interest in the Property, nor shall Lender be obligated to release any part of the Property if Mortgagor is in default under this Mortgage.

27. MODIFICATION AND WAIVER. The modification or waiver of any of Mortgagor's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by Lender. Lender may perform any of Borrower's or Mortgagor's Obligations, delay or fail to exercise any of its rights or accept payments from Mortgagor or anyone other than Mortgagor without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Mortgagor's Obligations under this Mortgage shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the Obligations belonging to any Mortgagor, Borrower or third party or any of its rights against any Mortgagor, Borrower or third party or any of the Property. Lender's failure to insist upon strict performance of any of the Obligations shall not be deemed a waiver and Lender shall have the right at any time thereafter to insist upon strict performance.

28. SUCCESSORS AND ASSIGNS. This Mortgage shall be binding upon and inure to the benefit of Mortgagor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees and devisees.

29. NOTICES. Except as otherwise required by law, any notice or other communication to be provided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties may designate in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given three (3) days after such notice is sent and any other such notice shall be deemed given when received by the person to whom such notice is being given.

30. SEVERABILITY. If any provision of this Mortgage violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable.

31. APPLICABLE LAW. This Mortgage shall be governed by the laws of the State of Wyoming. Unless applicable law provides otherwise, Mortgagor consents to the jurisdiction and venue of any court selected by Lender, in its sole discretion, located in Wyoming.

32. MISCELLANEOUS. Mortgagor and Lender agree that time is of the essence. Mortgagor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Mortgagor in this Mortgage shall include all persons signing below. If there is more than one Mortgagor, their Obligations shall be joint and several. This Mortgage represents the complete integrated understanding between Mortgagor and Lender pertaining to the terms and conditions hereof.

33. ADDITIONAL TERMS.

Mortgagor acknowledges that Mortgagor has read, understands, and agrees to the terms and conditions of this Mortgage.

IN WITNESS HEREOF, Mortgagor has executed this instrument either individually or has caused this instrument to be executed and delivered in its name by its duly authorized representative on the date of the acknowledgment.

Dated this 3RD day of FEBRUARY, 1994.

MORTGAGOR: ROBERT KARSCH

ROBERT KARSCH

MORTGAGOR: JANICE KARSCH

JANICE KARSCH

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

[redacted] [redacted] [redacted]

BALLOON PAYMENT DISCLOSURE

THIS LOAN IS PAYABLE IN FULL ON FEBRUARY 3, 1999. I MUST REPAY THE ENTIRE PRINCIPAL BALANCE ON THE LOAN AND UNPAID INTEREST THEN DUE, WHICH MAY BE A LARGE PAYMENT. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. I WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT I MAY OWN, OR I WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER I HAVE THIS LOAN WITH, WILLING TO LEND ME THE MONEY. IF I REFINANCE THIS LOAN AT MATURITY, I MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF I OBTAIN REFINANCING FROM THE SAME LENDER.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

X _____
ROBERT KARSCH

X _____
JANCIE KARSCH

STATE OF WYOMING)
) ss:
COUNTY OF SUBLETTE)

On this 4th day of FEBRUARY, 1994, before me personally appeared ROBERT KARSCH AND JANICE KARSCH,

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

Given under my hand and notarial seal this 4th day of FEBRUARY, 1994.

EDWIN R. ADAMS - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires 7-28-96

Edwin R. Adams
Notary Public

My Commission Expires: _____

STATE OF WYOMING)
) ss:
COUNTY OF _____)

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

to me personally known, who, being by me duly sworn, did say that he/she/they are the _____,

respectively, of said _____, executing the foregoing instrument, that said instrument was signed on behalf of said _____, by authority of its _____, and the above signed person(s) acknowledged the execution of said instrument to be the free act and deed of said _____.

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

My Commission Expires: _____

Notary Public

STATE OF WYOMING)
) ss:
COUNTY OF _____)

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

to me personally known, who, being by me duly sworn, did say that he/she/they are the _____,

respectively, of said _____, executing the foregoing instrument, that said instrument was signed on behalf of said _____, by authority of its _____, and the above signed person(s) acknowledged the execution of said instrument to be the free act and deed of said _____.

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

My Commission Expires: _____

Notary Public

SCHEDULE A

LOTS 11 AND 12, BLOCK 1 OF THE ORIGINAL TOWNSITE OF PINEDAEL, SUBLETTE COUNTY, WYOMING.

SCHEDULE B

AFTER RECORDING RETURN TO LENDER AT ITS ADDRESS DESCRIBED ABOVE.

6986714 [redacted] [redacted] [redacted]

WHEN RECORDED MAIL TO:
KEYCORP MORTGAGE INC.
18TH STREET & CAREY AVENUE
P.O. BOX 567
CHEYENNE, WYOMING 82003

245197

RECORDED Feb. 7, 1994 1:15 P.M
IN BOOK 59 Rptg. PAGE 67
FEES $ 16.00
SUBLETTE COUNTY, PINEDALE WYOMING
COUNTY CLERK
By Cathy Saxton

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JANUARY THIRTY-FIRST , 19 94 . The mortgagor is JOHN D. MARKLE AND MARY JANE MARKLE, HUSBAND AND WIFE ("Borrower"). This Security Instrument is given to KEYCORP MORTGAGE INC. , which is organized and existing under the laws of THE STATE OF MARYLAND , and whose address is 205 PARK CLUB LANE BUFFALO, NEW YORK 14231-9000 ("Lender"). Borrower owes Lender the principal sum of EIGHTY THOUSAND AND NO/100 Dollars (U.S. $ 80,000.00). 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 1ST , 2009 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 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:

TRACT 3 OF THE REDSTONE UPPER GREEN RIVER SUBDIVISION, SUBLETTE COUNTY, WYOMING.

which has the address of WHITE POINT ROAD [Street] , PINEDALE [City] ,
Wyoming 83113 ("Property Address");
52941 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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.

Rlsd. Bk 22 Rel. pg. 277 1-13-03 67

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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under 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 Lender's opinion operate to prevent the enforcement of the lien; 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 or Property 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, including floods or flooding, 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

Initials

which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgement could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture 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 attorney's 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower

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shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. 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.

12. 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.

13. 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.

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

[redacted] [redacted] [redacted]

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 judgement enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 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

Initials:

other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, 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.

22. 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.

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

24. 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
- ☐ 1—4 Family Rider
- ☐ Graduated Payment Rider
- ☐ Planned Unit Development Rider
- ☐ Biweekly Payment Rider
- ☐ Balloon Rider
- ☐ Rate Improvement Rider
- ☐ Second Home 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.

Witnesses:

JOHN D. MARKLE ..... (Seal) -Borrower

MARY JANE MARKLE ..... (Seal) -Borrower

..... (Seal) -Borrower

..... (Seal) -Borrower

[Space Below This Line For Acknowledgment]

STATE OF WYOMING, **County ss:** SUBLETTE

On this 31 day of JANUARY 1994 before me, the subscriber, personally appeared JOHN D. MARKLE AND MARY JANE MARKLE, HUSBAND AND WIFE

to me personally known to me to be the same person described in and who executed the within instrument, and acknowledged to me that THEY executed the same.

LELA L. SANDERS
NOTARY PUBLIC
Sublette County, WY
My Commission expires
11-4-96

My Commission Expires: Nov. 4, 1996

Lela L. Sanders
Notary Public

MORTGAGE

ANDREW M. O'NEAL, a single man, hereinafter referred to as "Mortgagor", and **VANESSA L. O'NEAL,** a single woman, hereinafter referred to as "Mortgagee" are presently jointly liable under two unsecured notes to Key Bank, N. A. Kemmerer. Under the terms of a Separation Agreement and a Divorce Decree entered in Sublette County, District Court, Civil Case # 5378, Mortgagor has agreed and been ordered to indemnify and to hold Mortgagee harmless from said joint debts. To secure such indemnification obligation Mortgagor hereby mortgages to Mortgagee the real property described in Exhibit "A" hereto.

TO HAVE AND TO HOLD such property forever (any of such property which is subject to the lien of this Mortgage from time to time is referred to as the "property"), the Mortgagor hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

This Mortgage is subject to the express condition that, if the Mortgagor pays, or causes to be paid, to the Mortgagee the sums set out above and all extensions and renewals thereof and all other amounts due hereunder, then this Mortgage and such note shall cease and be null and void. The Mortgagor hereby covenants to pay all such amounts.

1. The Mortgagor further covenants and agrees as follows:

(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 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

245200

RECORDED February 7, 1994 3:35 PM
IN BOOK 59 Mtg. PAGE 73
FEES $ 14.00 Mtg
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

Rlsd BK 17 Pg. 319

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, shall be added to the debt hereby secured, and agree to repay the same and all expenses so incurred by the Mortgagee, shall be a lien on the property and be secured by this Mortgage. The Mortgagee is not required by this provision to advance such funds. A failure by Mortgagor to timely pay such taxes, assessments or other lawful charges shall constitute a default under this mortgage the same as non-payment of the sums secured by this mortgage even if such funds are advanced by Mortgagee.

3. 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 or conveyance of the property so sold. The Mortgagor agrees to pay all costs of enforcement and of foreclosure, including reasonable attorney's 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 attorney's fees, and all money expended or advanced by the Mortgagee pursuant to the provisions of this Mortgage; (2nd) all unpaid insurance, 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 on the indebtedness hereby secured; and (4th) the surplus, if any, shall be paid to the Mortgagor (subject to the rights of any junior lienholder). Provided that no foreclosure

action shall be taken by the Mortgagee until thirty (30) days have elapsed since Mortgagee has given written notice to Mortgagor of such default and Mortgagor have failed to cure such default within said thirty (30) day period.

4. 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 secured hereby and any other indebtedness secured hereby, and the Mortgagee shall be entitled to a deficiency judgment.

5. The acceptance of this Mortgage, and the Promissory Note it secures, by the Mortgagee, shall be an acceptance of the terms and conditions contained herein.

6. The covenants and agreements herein contained shall bind, and inure to the benefit of, the respective heirs, devisees, legatees, executors, administrators, successors and assigns of the Mortgagor and the Mortgagee. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

7. 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.

This mortgage is junior to the presently existing mortgage held by Key Bank of Kemmerer which encumbers said property. Upon payment in full of the loans to which this indemnification applies or Mortgagee's release therefrom, Mortgagee shall release this mortgage. Mortgagee agrees to subordinate this mortgage to additional mortgages secured by the subject real property provided that, at the time of such subordination, the total outstanding debt secured by said additional mortgages together with the then principal balance owing under the present first mortgage and the then principal balance owing under the debts to which this indemnification applies, shall not exceed the amount of $186,700.00.

.75

IN WITNESS WHEREOF, this Mortgage has been executed by the Mortgagor as of the date first above written.

ANDREW M. O'NEAL

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

The foregoing **MORTGAGE** was acknowledged before me by ANDREW M. O'NEAL, this 3rd day of Feb, 1994.

Witness my hand and official seal.

Susan J. Hanson
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
Dec. 12, 1994

NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"

Tract A.

SE¼SW¼ of Section 2, Township 33 North, Range 111 West of the 6th P.M., Sublette County, Wyoming, excepting therefrom that portion conveyed by instrument recorded January 19, 1984, in Book 24 of Deeds, Page 650 and further excepting therefrom that portion conveyed by instrument recorded December 31, 1984, in Book 25 of Deeds, Page 506. TOGETHER WITH all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in the United States patents or of record, to easements and rights-of-way of record or in use and to prior mineral reservations of record.

Tract B.

Tract One (1) 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, also described as follows:
A tract of land located in the W½NW¼ of Section 26, Township 34 North, Range 111 West of the 6th P.M., Sublette County, Wyoming, more particularly described as follows:
Beginning at a point from which the Northwest Corner of said Section 26 lies N.25° 16'17"W., a distance of 657.05 feet;
thence from said point of beginning, S.20° 26'08"E., a distance of 193.71 feet along the East line of said property (as described in Book 14 of Deeds on page 503), to the Northeast right-of-way of U.S. Highway 191;
thence S.40° 03'17"E., a distance of 526.09 feet along said highway right-of-way;
thence southeasterly along a curve on said highway right-of-way (described in Book 25 of Deeds on page 502), said curve being to the left and having a radius of 1834.86 feet, along chord of 41.53 feet bearing S.55° 01'34"E., a central angle of 1° 17'48", and an arc length of 41.53 feet;
thence along said right-of-way (described in Book 7 of Misc., on page 389), N.48° 56'29"E., a distance of 14.27 feet;
thence N.67° 00'00"E., a distance of 110 feet;
thence N.38° 00'00"E., a distance of 85.00 feet;
thence N.02° 03'30"W., a distance of 488.77 feet;
thence N.89° 58'40"W., a distance of 587.00 feet more or less to the Point of Beginning;
TOGETHER WITH all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in the United States patents or of record, to easements and rights-of-way of record or in use and to prior mineral reservations of record.

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ASSIGNMENT OF MORTGAGE

KNOW THAT Alden J. and Tina M. Renner
P.O. Box 1205
Dickinson, N.D. 58601

, assignor,

in consideration of TEN ($10.00) DOLLARS and other good and valuable consideration

PAID BY Victor C. and Joy C. Michelson
108 Pat O'Hara
Powell, Wy., 82435

assignee,

hereby assigns unto assignee, the Mortgage dated the 1st day of July, 1991

made by Paul M. and Dynell E. Davidson

to Alden J. and Tina M. Renner

in the principal sum of $*20,000.00* and recorded on the 1st day of July, 1991,
in BOOK No. 53 MTG. of Section Microfilm of Morgages, page 726, in the office of
the Clerk County of Sublette covering premises A tract of land located in the W1/2SW1/4 and the SW1/4NW1/4 of Section 12, Township 33 North, Range 109 West of the Sixth Principal Meridian, Sublette County, Wyoming, (see Exhibit "A").

TOGETHER with the bond or note or obligation described in said mortgage, andthemoneys due and to grow due thereon with the interest;
TO HAVE AND TO HOLD the same unto the assignee and to the successors, legal representatives and assigns of the assignee forever.

AND the assignor covenants that there is now owing upon said mortgage, without offset or defense of any kind, the pmcipal sum of Seventeen Thousand, Three Hundred, Seventy Dollars and Fifty Three Cents, plus accrued interest.
($*17,370.53*) Plus accrued interest dollars,
with interest thereon at 10 percentum per annum from the 1st day of July, 1991

The word "assignor" or "assignee" shall be constructed as if it read "assignors" or "assignees" whenever the sense of this instrument so requires.

IN WITNESS WHEREOF, the assignor has dully executed this assignment of the 13 day of January, 1994

In Presence Of:

ALDEN J. RENNER

TINA M. RENNER

STATE OF

COUNTY OF Richland SS:

On the 26 day of before me
personally came
to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

Notarary Public

In and For the State of Montana

My Commission Expires 10-21-94

SEAL
STATE OF MONTANA

ASSIGNMENT OF MORTGAGE

Title No.

to

SECTION

Block

Lot

COUNTY OR TOWN

245208

[redacted]

RECORDED February 8, 1994 9:30 AM
IN BOOK 59 Mtg. PAGE 78
FEES [redacted] COUNTY [redacted]K
SUBLETTE COUNTY, PINEDALE, WYOMING

[redacted] [redacted] [redacted]

exhibit "a"

Beginning at a point which bears S.89°22'43"E., a distance of 622.99 feet from a point on the west section line which bears N.00°05'00"E., a distance of 658.66 feet from the west quarter corner of said Section 12; thence from said point of beginning S.12°17'42"W. along the centerline of a road (as recorded in Book 30 of Miscellaneous, Page 241), a distance of 362.36 feet to a point of curve to the left, said curve having a central angle of 8°26'11", a tangent of 30.00 feet and a radius of 406.75 feet; thence along the arc of said curve and centerline a distance of 59.88 feet; thence S.03°51'32"W. along said centerline, a distance of 310.43 feet to a point of curve to the left, said curve having a central angle of 14°28'18", a tangent of 75.00 feet and a radius of 290.75 feet; thence along the arc of said curve and centerline, a distance of 149.20 feet; thence S.10°36'49"E. along said centerline, a distance of 441.64 feet to a point of curve to the left, said curve having a central angle of 39°49'57", a tangent of 45.00 feet and a radius of 124.20 feet; thence along the arc and centerline, a distance of 86.34 feet; thence S.50°26'40"E. along said centerline, a distance of 617.08 feet; thence S.70°00'00"W., a distance of 430.53 feet to the centerline of a ditch; thence S.02°38'15"W. along ditch centerline, a distance of 126.28 feet; thence S.08°33'37"W. along ditch centerline, a distance of 258.48 feet; thence S.89°15'06"E. along the south boundary of the N½N½SW¼SW¼ of said Section 12, a distance of 649.26 feet; thence N.00°06'00"E. along the east boundary of the W½SW¼, a distance of 1648.70 feet; thence N.00°06'08"E. along the east boundary of the NW¼NW¼, a distance of 659.52 feet; thence N.89°22'43"W. along the north boundary of the S½SW¼NW¼, a distance of 705.38 feet to the point of beginning.

EXCEPTING THEREFROM A tract of land located in the NW¼SW¼ of Section 12, Township 33 North, Range 109 West of the Sixth Principal Meridian, Sublette County, Wyoming, and more particularly described as follows:

Beginning at the southeast corner of said NW¼SW¼; thence from said point of beginning N.89°16'10"W. along the south boundary of said NW¼SW¼, a distance of 57.52 feet to a point on the center-line of a road; thence N.40°55'57.2"W. along said center-line a distance of 226.62 feet to a point of curve to the left, said curve having a central angle of 8°55'45.3", a radius length of 1280.79 feet and a tangent length of 100 feet; thence along the arc of said curve and center-line, a distance of 199.50 feet; thence N.49°51'42.5"W. along said center-line, a distance of 241.41 feet to a point of curve to the right, said curve having a central angle of 10°56'44", a radius length of 124.20 feet, and a tangent length of 11.90 feet; thence along the arc of said curve and center-line, a distance of 23.73 feet; thence N.56°36'16"E. along fence line, a distance of 830.93 feet; thence S.00°08'00"W. along the east boundary of said NW¼SW¼ a distance of 1081.71 feet to the point of beginning.

AND FURTHER EXCEPTING THEREFROM A Tract of land located in the NW¼SW¼ and SW¼SW¼ of Section 12, Township 33 North, Range 109 West of the Sixth Principal Meridian, Sublette County, Wyoming, more particularly described as follows:

Beginning at the northeast corner of the SW¼SW¼ of Section 12; thence S.00°08'00W., along the east line of the SW¼SW¼, a distance of 329.74 feet, to the southeast corner of the N½N½SW¼SW¼; thence, N.89°15'06"W., along the south line of the N½N½SW¼SW¼, a distance of 649.26 feet; thence, N.03°33'37"E., a distance of 258.48 feet; thence, N.08°38'15"E., a distance of 126.28 feet; thence, N.70°00'00"E., a distance of 394.71 feet, to the center line of a road easement, being the southwest line property of a tract of land owned by Marchetti (on February 27, 1990); thence, S.40°55'57"E., along said road easement and Marchetti property line, a distance of 266.91 feet, to a point on the south line of the NW¼SW¼, being also the southwest corner of the Marchetti tract; thence, S.89°16'10"E., along the south line of the NW¼SW¼, being also the south property line of the Marchetti tract, a distance of 57.52 feet to the point of

80 Rlsd. BK 23 Rel. pg. 509 3/18/04
CDC-590709 30 05-CAS

MORTGAGE

(Participation)

(AND RELEASE OF HOMESTEAD)

This mortgage made and entered into this 4th day of January 19 94 by and between James N. Washam and Mary J. Washam

(hereinafter referred to as mortgagor) and the Administrator of the Small Business Administration an agency of the Government of the United States of America (hereinafter referred to as mortgagee), who maintains an office and place of business at Casper, Wyoming

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of
State of Wyoming

EXHIBIT A

The land described in the foregoing document, known as Highway 191 - 4 Country Club Lane (P.O. Box 989), Pinedale, Wyoming 82941 is located in Sublette COUNTY, STATE OF WYOMING and is described more particularly as:

A tract of land located in Lot 4 of Section 4, Township 33 North, Range 109 West, of the 6th P.M. , Sublette County, Wyoming and more particulary described as follows:

COMMENCING at a point which is the northwest corner of said Lot 4 of Section 4; thence, S.00°16'52"W., along the west boundary of Lot 4, a distance of 63.36 feet; thence, N.89°58'41"E., along the south boundary of the State of Wyoming Highway 191 Right of Way, a distance of 975.0 feet, more or less, to a point which is on the centerline of Country Club Lane and the point of beginning; thence, from said point of beginning, S.00°17'45"W., along the centerline of Country Club Lane, a distance of 150.0 feet; thence, S.89°58'35"W., a distance of 150.0 feet; thence, N.00°17'45"E., a distance of 150.0 feet; thence, N.89°58'41"E., a distance of 150.0 feet to the point of BEGINNING.

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated January 4, 1994 in the principal sum of $ 75,000.00 signed by James N. Washam and Mary J. Washam in behalf of James N. Washam and Mary J. Washam, Pinedale, Wyoming, and Windriver Rendezvous Pizza LLC

245265

RECORDED February 10 19 94 3:10P M
IN BOOK 59 MTG PAGE 60
FEES $ 12.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
by Bethany A. Walker

SBA FORM 928 (11-85) USE 2-78 EDITION UNTIL EXHAUSTED

Said pr[redacted]note was given to secure a loan in whic[redacted]nall Business Administration, an agency [redacted]nited States of America, ha[redacted]ated. In compliance with section 101.1(d) of the Rules and Regulations of the Small Business Administration [13 C.F.R. 101.1(d)], this instrument is to be construed and enforced in accordance with applicable Federal law.

1. The mortgagor covenants and agrees as follows:

a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.

b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.

c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said property. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.

d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of the payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.

f. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums thereof. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee: In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

g. He will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable; and shall be secured by the lien of this mortgage.

h. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, that he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.

i. He will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.

j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.

k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisement (the mortgagor having waived and assigned to the mortgagee all rights of appraisement):

(I) at judicial sale pursuant to the provisions of 28 U.S.C. 2001 (a); or

(II) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

(III) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinbefore provided, the mortgagor or any persons in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the *deficiency without regard to appraisement*.

6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective 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.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

9. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

10. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at P.O. Box 989, Pinedale Wyoming 82941 and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at P.O. Box 989, Pinedale, Wyoming 82941

[redacted] [redacted] [redacted]

*U.S. Government Printing Office: 1992 — 332-908/79010

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

James N. Washam

James N. Washam

Mary J. Washam

Mary J. Washam

Executed and delivered in the presence of the following witnesses:

.....

.....

(Add Appropriate Acknowledgment)

STATE OF WYOMING)
)ss
County of Sublette)

The foregoing instrument acknowledged before me this 4th day of February, 1997, by James N. Washam and Mary J. Washam, husband and wife, and to me known to be the persons described in and who executed the foregoing instrument and who acknowledged to me that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been apprised of her right and the effect of signing and acknowledging the said instrument apart from her husband signed the same while so seperate and apart.

Steven Mackey

Notary Public

STEVEN MACKEY
Notary Public
County of
Sublette
State of
Wyoming

My Commission Expires: June 22, 1998

My Commission Expires:

MORTGAGE

TO

RECORDING DATA

RETURN TO:

Name .....

Address .....

.....

83

84 Rlsd. Blk 17 pg 650 1/11/96

MORTGAGE

THIS MORTGAGE granted from DONALD BREWER and LAURA L. BREWER, husband and wife, of Sublette County, Wyoming, hereinafter referred to as Mortgagor, to ELIZABETH A. ELLIS (and successors), AS TRUSTEE OF THE ANNE E. BARGER FAMILY TRUST, dated December 26, 1989, for the benefit of Anne E. Barger, Sweetwater County, Wyoming, hereinafter referred to as Mortgagee.

Mortgagor, for and in consideration of the sum of $11,306.25, to secure the indebtedness hereinafter set forth, does hereby mortgage to Mortgagee the real property situated in Sublette County, Wyoming, and described as:

> Lot 25, Big Country Ranches, Third Filing, Sublette County, Wyoming, as the same appears of record on the official plat thereof recorded in the office of the County Clerk, Sublette County, Wyoming;

TOGETHER WITH all improvements and appurtenances thereto appertaining.

said indebtedness being payable as follows:

The principal balance of $11,306.25, together with interest thereon at the rate of 10% per annum, from the 11th day of February, 1994, shall be payable in monthly installments of principal and interest in the amount of $149.44 each, the first payment being due on the 11th day of March, 1994, and continuing monthly thereafter until the entire balance of principal and accrued interest are paid in full.

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

Mortgagor covenants and agrees as follows:

1. The lien of this mortgage shall remain in full force and effect during any postponement or extension of the time of payment of any part of the indebtedness secured hereby.

2. Mortgagor shall pay or cause to be paid all taxes and assessments (including without limitation any homeowner assessments) levied or assessed against the property beginning in 1994, and shall comply with all recordation and other laws affecting the security of this mortgage, at the expense of Mortgagor.

3. Mortgagor shall not permit the interest Mortgagee 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.

4. If Mortgagor defaults in the payment of taxes, assessments, insurance premiums other lawful charges, Mortgagee may, without notice or demand, pay the same. Mortgagor covenants and agrees that all such sums of money so expended, together with all costs of enforcement and reasonable attorney's fees, shall be added to the debt hereby secured, and agrees to repay the same and all expenses so incurred by Mortgagee, with interest thereon from the date of payment at the interest rate provided in the note or notes secured hereby until repaid, and the same shall be a lien upon the property and be secured by this mortgage. Mortgagee is not required by this provision to advance such funds.

5. Should Mortgagor default in the performance of any of the terms and conditions of this mortgage by it to be performed, 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, Mortgagee may cause to be executed and delivered to the purchaser or purchasers a proper certificate of sale of the property so sold. Mortgagor agrees to pay all costs of enforcement and of foreclosure, including reasonable attorney's fees. The failure of Mortgagee to promptly foreclose following a default shall not prejudice any right of Mortgagee to foreclose thereafter during the continuance of such default or any right to foreclose in case of further default or defaults. The proceeds from any such sale shall be applied to the payment of: (1st) the costs and expenses of the

245296

RECORDED Feb. 11, 1994 3:30 PM
IN BOOK 59 Mtg. PAGE 84
FEES 10.00 [redacted] COUNTY CLERK
[redacted] COUNTY CLERK

foreclosure and sale, including reasonable attorney's fees, and all money expended or advanced by Mortgagee pursuant to the provisions of this mortgage; (2nd) all unpaid taxes, assessments, claims and liens on the property which are superior to the lien of this mortgage; (3rd) the balance due to Mortgagee on account of principal and interest and late charges on the indebtedness hereby secured; and (4th) the surplus, if any, shall be paid to Mortgagor (subject to the rights of any junior lienholders).

6. If the property described herein is sold under foreclosure or otherwise and the proceeds are insufficient to pay the total indebtedness hereby secured, Mortgagor shall be personally bound to pay the unpaid balance of the note or notes secured hereby and any other indebtedness secured hereby, and Mortgagee shall be entitled to a deficiency judgment.

7. Upon notice of default pursuant to law or abandonment of the property and at any time prior to the expiration of any period of redemption following foreclosure sale, Mortgagee shall be entitled to enter upon, take possession of and manage the property and to collect any rents of the property, including those past due. Any rents so collected by Mortgagee shall be applied first to payment of the costs of management of the property and collection of rents, including, but not limited to, reasonable attorney's fees, and then to the sums secured by this mortgage.

8. 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. If all or any part of the property or an interest therein is sold or transferred by Mortgagor without written permission of Mortgagee, excluding the creation of a lien or encumbrance subordinate to this mortgage, Mortgagee may, at Mortgagee's option, declare all the sums secured by this mortgage to be immediately due and payable. Entering into a contract to sell said property shall be a transfer for the purposes of this Paragraph.

10. 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 the last known mailing address of such person (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.

11. The acceptance of this mortgage and the note or notes it secures by Mortgagee shall be an acceptance of the terms and conditions contained herein.

12. 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 parties. 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, this mortgage has been executed by Mortgagor this 11th day of February, 1994.

DONALD BREWER

LAURA L. BREWER

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

The foregoing mortgage was acknowledged before me this 11th day of February, 1994, by DONALD BREWER and LAURA L. BREWER.
WITNESS my hand and official seal.

Debi K. Ruland
Notary Public

DEBI K. RULAND - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Sept. 14, 1996

245297

245297

RECORDED February 14, 1994 8:10AM
IN BOOK 59 Misc PAGE 87
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

3340016437

0105 3 10290
3933010290 87

WY
Sublette
5P
ASM

SG

ASSIGNMENT OF MORTGAGE OR BENEFICIAL INTEREST IN DEED OF TRUST

FOR VALUE RECEIVED, the undersigned assignor ("Assignor") does hereby grant, bargain, sell, assign, transfer and convey to the following assignee ("Assignee"):

Fairfield Affiliates, a general partnership organized under the laws of the state of Delaware
2001 North Beauregard Street, Suite 1200, Alexandria, VA 22311

all of Assignor's right, title and interest in and to that certain Mortgage or Deed of Trust, a copy of which is attached hereto as Exhibit "A", which encumbers the real property more particularly described therein, together with all the indebtedness currently due and to become due under the terms of any promissory note or evidence of indebtedness secured thereby.

THIS ASSIGNMENT is made without recourse to Assignor and without representation or warranty by Assignor, express or implied.

ASSIGNOR:

RESOLUTION TRUST CORPORATION AS
Receiver FOR
Sweetwater Federal Savings and Loan Association,
Rock Springs, Wyoming

By: _____
Daniel T. Carroll (also known as D. Carroll),
Attorney-in-Fact under Limited Power of
Attorney dated March 15, 1993

STATE OF MISSOURI)
) ss.
COUNTY OF PLATTE)

The undersigned, a notary public in and for the above-said County and State, does hereby acknowledge that on the day and year set forth below, personally appeared DANIEL T. CARROLL as Attorney-in-Fact for Resolution Trust Corporation, solely in its capacity as Receiver for Sweetwater Federal Savings and Loan Association, Rock Springs, Wyoming as specified above, and being duly sworn by and personally known to the undersigned to be the person who executed the foregoing instrument on behalf of said principal, acknowledged to the undersigned that s/he voluntarily executed the same for the purposes therein stated as the free act and deed of said principal.

WITNESS my hand and official seal, this 2ND day of APRIL, 1993.

[SEAL]

TERESA M. JONES
Notary Public – Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: April 12, 1996

_____
Notary Public for the State of Missouri
Residing At: Jackson County
My Commission Expires: 4-12-96

AFTER RECORDING, RETURN TO:

GE CAPITAL ASSET MANAGEMENT CORPORATION
2000 WEST LOOP SOUTH, SUITE 1300
HOUSTON, TEXAS 77027

ATTN: MICHAEL MARTIN, LEGAL DEPT.-8TH FLOOR

88

EXHIBIT "A"

MORTGAGE

THIS MORTGAGE is made this 8 th day of June, 19 83, between the Mortgagor, Ben J. Boschetto, Jr. and Connie Boschetto (herein "Borrower"), and the Mortgagee, Sweetwater Federal Savings and Loan Association, a corporation organized and existing under the laws of The United States of America, whose address is 544 Broadway Rock Springs, Wyoming 82901 (herein "Lender"),

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-Six Thousand and No/100 ($26,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated June (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 20, 1986;

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

The summer home and furnishings situated in Hoback Canyon, Sublette County, Wyoming, described as follows to wit:

That portion of the South Half of the Northwest Quarter of the Northwest Quarter ($S\frac{1}{2}$ $NW\frac{1}{4}$ $NW\frac{1}{4}$) of Section Twenty-Nine (29), Township Thirty-Eight (38) North Range One Hundred Thirteen(113) West of the Sixth(6th) Principal Meridian, lying east of the right-of-way of U.S. Highway numbered One Hundred Eighty-Seven (187), together with all improvements situate thereon and appertaining thereto,

196811

RECORDED June 22 1983 8:00 A.M
IN BOOK 40 Mtg PAGE 59
FEES $10.00 Lacy J. Yake COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dorothy McClure

which has the address of _____ [Street], Bondurant [City], Wyoming 82922 [State and Zip Code] (herein "Property Address");

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

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

[redacted] [redacted] [redacted]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[redacted] [redacted] [redacted]

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

X Ben Boschetto Jr
—Borrower

X Connie Boschetto
—Borrower

STATE OF ~~WYOMING~~ California, ~~XXXX

92 Rlsd. Bk 18 pg. 388 3/11/96

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

TOMMY L. NIXON and LINDA J. NIXON, husband and wife, mortgagors, of P.O. Box 1384, Pinedale, WY 82941, to secure the payment of Two Thousand Five Hundred Ten and NO/100 ($2,510.00) Dollars, payable in 36 equal monthly payments of $80.99 each, which include interest at the rate of 10% per annum from 2/2/94; first said monthly payment is due on or before 3/2/94 and on the 2nd day of each month thereafter until paid in full as evidenced by one Promissory Note of even date herewith, do hereby mortgage to the FIRST NATIONAL BANK OF PINEDALE, mortgagee, whose address is P.O. Box 519, Pinedale, WY 82941, the following described real estate, situate in the County of Sublette, in the State of Wyoming, to-wit:

> Lot Twelve (12) of the Industrial Site, 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 for Sublette County, Wyoming;
> TOGETHER WITH all improvements and appurtenances thereunto appertaining;
> SUBJECT TO reservations and restrictions contained in the United States patents or of record, to easements and rights-of-way of record or in use and to prior mineral reservations of record.

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

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

245318

RECORDED February 15, 1994 8:25a M
IN BOOK 58 mtg PAGE 92
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

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

DATED this 2 day of Feb., 19 94.

Tommy L Nixon
TOMMY L. NIXON

Linda J. Nixon
LINDA J. NIXON

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by TOMMY L. NIXON and LINDA J. NIXON, this 4th day of February, 19 94.

Witness my hand and official seal.

Jane A. Bohnet
NOTARY PUBLIC

My Commission Expires: 2-2-97

SECURITY AGREEMENT

245323

RECORDED Feb. 15 1994 11:00AM
IN BOOK 59 Mtg PAGE 94
FEES $ 16.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
BY: Carol A Cheeney, deputy

DEBTOR:
ROBERT BARROWS
3071 South Birch Street
Denver, CO 80222

SECURED PARTY:
C. JEANNE HUNTER RABE, f/k/a
C. JEANNE HUNTER.
530 Aspen Drive
Park City, UT 84060

1. **OBLIGATIONS SECURED BY THIS AGREEMENT:**
Funds Borrowed, $28,500.00, with interest, as evidenced by one (1) negotiable promissory note given therefor:

Date Of Note	Amount	Maturity Date
Feb. 2, 1994	$28,500.00	11/21/2001

2. **COLLATERAL:** All property described in Exhibit "A" attached hereto.

After-acquired property: Property, goods and chattels of the same classes as those listed above acquired by the Debtor subsequent to execution of this agreement and prior to its termination.

(a) Proceeds and Products, or either, of the collateral.

(b) All increases, substitutions, replacements, additions and accretions to collateral, including natural increase of livestock.

3. **OWNERSHIP OF COLLATERAL:** The Debtor is the owner of the collateral, and has the right to convey a security interest in it to the Secured Party. The collateral is free and clear of all liens, claims, charges, encumbrances, taxes and assessments.

4. **TITLE:** This agreement is not intended to affect the title to the collateral which is vested in the Debtor.

5. **ACTS TO BE PERFORMED BY DEBTOR:** The Debtor agrees as follows:

(a) Payment and Performance. The Debtor shall pay and perform all of the obligations secured by this agreement according to their terms.

(b) Further Assurances. The Debtor shall defend the title to the collateral against all persons. On demand by the Secured Party, the Debtor shall: (1) furnish further assurance of title; (2) furnish further security for the obligations secured by this agreement; and (3) execute any written instruments or do any other acts necessary to make effective the purposes and provisions of this agreement. The collateral may be removed from its present location only with the written consent of the Secured Party.

(d) Sale and Exchange. The Debtor may not sell or exchange the collateral without the written consent of the Secured Party, and whether or not such consent has been obtained, the proceeds of such sale or

exchange at the option of the Secured Party shall be: (1) applied on the obligations secured by this agreement, or (2) subject to the lien of this agreement.

(e) Certain Acts Required.

(1) **Proper care and inspection.** The Debtor shall use reasonable care in the custody and preservation of the collateral. The Secured Party may enter upon the premises where the collateral is located and examine it.

(2) **Encumbrances and Taxes.** The Debtor shall keep the collateral free from all liens, claims, charges, encumbrances, taxes and assessments.

(f) Insurance.

Debtor shall provide at closing and at all time during this contract period fire and hazard insurance on the improvements described in Exhibit "A" hereto. These improvements shall be insured at fair market value. This insurance shall name the Secured Party as additional loss payee and shall provide that the policy shall not be canceled without prior notice to the Secured Party. The loss payable clause shall be made payable to the Secured Party and Debtor as their interest may appear. In the event of a loss, the proceeds thereof shall be used forthwith to remedy the damage caused by the loss and/or in the event the Debtor elects not to repair said damage, the proceeds thereof shall be forthwith applied to payment of the balance due under the terms of the Promissory Note and the application of said insurance funds to the payment of the remaining balance shall be in addition to the regularly scheduled payments provided for in the Promissory Note.

(g) Failure to Perform Required Acts.

(1) **Performance by Secured Party.** Upon failure by the Debtor to perform the acts described in paragraph (e) above, the Secured Party is authorized and has the option to take possession of the collateral and to perform any of said acts in any manner deemed proper by the Secured Party, without waiving any rights to enforce this agreement.

(2) **Advances Secured.** The reasonable expenses (including the cost of any insurance and payment of taxes or other charges) paid by the Secured Party in respect to the custody, preservation, use or operation of the collateral in his possession shall be deemed advanced to the Debtor by the Secured Party, shall bear interest at the highest rate provided by the above described notes, and shall be secured by this agreement.

6. **WHEN OBLIGATIONS BECOME DUE.** At the option of the Secured Party, the obligations secured by this agreement shall become immediately due and payable in full upon the happening of one or more of the following events:

(a) Default in Obligation. If the Debtor shall fail to perform any of the obligations secured by this agreement.

(b) Default in Security Agreement. If the Debtor shall fail to perform any covenant, condition or provision of this agreement.

(c) Miscellaneous. Without in any way limiting the generality of the foregoing:

(1) If the Debtor shall fail to comply with any statute, requirement, rule, regulation, order or decree, of any federal, state, municipal or other governmental authority relating to the collateral.

(2) If the collateral be levied upon by virtue of an execution issued upon any judgment or any other process.

(3) If the Debtor be insolvent.

(4) If a petition or arrangement in bankruptcy be, or is to be, filed by or against the Debtor.

(5) If a general assignment for the benefit of creditors be made by the Debtor.

(6) If an application for receivership of any nature be, or is to be, filed, or a receiver of the Debtor's property be appointed in any action or proceeding.

7. **REMEDIES UPON DEFAULT:**

(a) General. In the event of default under this agreement the Debtor and the Secured Party have the rights and remedies provided in Article 9 of the Uniform Commercial code and, in addition, those provided in this agreement.

(b) Duty of Debtor to Assemble Collateral. In the event of default the Debtor shall upon request of the Secured Party assemble the collateral and make it available to the Secured Party at the place designated by the Secured Party, which is reasonably convenient to both parties.

8. **COVENANT TO PAY DEFICIENCY:** Upon default if the sale or other disposition of the collateral fails to satisfy the obligations secured by this agreement and the reasonable expenses of retaking, holding, preparing for sale, selling and the like, including reasonable attorney's fees and legal expenses incurred by the Secured Party in connection with this agreement or the obligations it secures, the Debtor shall be liable for any deficiency.

9. **MISCELLANEOUS:** The Debtor and the Secured Party agree as follows:

(a) No Discharge. No party to this agreement shall be discharged by any extension of time, additional advances and notes, renewals and extensions of any note, the taking of further security, releasing security, extinguishment of the security interest as to all or any part of the collateral, or any other act except a release or discharge of the secured interest upon the full payment of the obligations secured by this agreement including charges, expenses, fees, costs and interest.

(b) No Waiver or Estoppel. Any failure by the Secured Party to exercise any right set forth n this agreement shall not constitute a waiver thereof. Nothing in this agreement or in the obligations secured by it shall preclude any other remedy by action or otherwise for the

enforcement of this agreement or the payment in full of the obligations secured by it.

(c) Succession. This agreement shall bind the respective executors, administrators, distributees, successors and assigns of the Debtor and the Secured Party.

(d) Construction, Usage and Interpretation. Whenever in this agreement the singular is used and the plural would be applicable, then such usage of the singular shall be deemed and considered to include the plural. Whenever in this agreement the plural is used and the singular would be applicable, then such usage of the plural shall be deemed and considered to include the singular. Whenever in this agreement a particular gender is used and another gender is used and another gender is applicable, then such usage shall be deemed to consider and include the other, actually applicable, gender.

(e) Governing Law. The rights and duties of the parties under this agreement shall be governed by the laws of the State of Wyoming.

DATED this 24 day of January, 1994.

SECURED PARTY:

C. Jeanne Hunter Rabe

C. JEANNE HUNTER RABE,
f/k/a C. JEANNE HUNTER

DATED this 2 day of Feb, 1994.

DEBTOR:

ROBERT BARROWS

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing **Security Agreement** was acknowledged before me by C. JEANNE HUNTER RABE, f/k/a C. JEANNE HUNTER, this 24th day of January, 1994.

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires:

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

NOTARY PUBLIC
STATE OF UTAH
My Commission Expires
June 28, 1996
ERIC G. LOFTHOUSE
6450 N. Hwy. 4224
Park City, Utah 84060

The foregoing **Security Agreement** was acknowledged before me by ROBERT

BARROWS, this 2 day of February, 1994.

Witness my hand and official seal.

Clifford P. Beck
NOTARY PUBLIC

My Commission Expires:

My Commission Expires Oct. 12, 1997
2696 So. Colorado Blvd.
Denver, Colorado 80222

[redacted] [redacted] [redacted]

EXHIBIT "A"

(a) All improvements and appurtenances attached to and appurtenant to Lot Forty-Two (42), Sylvan Bay Summer Home Tract, including but not limited to that certain 560 square foot frame home located thereon.

(b) The following items of personal property located on the foregoing described real property:

Refrigerator (doesn't work)
Stove
Two Beds
Two Chairs
Couch
Propane Floor Furnace

100

245331

Rlsd BK 19 Rel pg 401 11-20-98

RECORDED February 16, 1994 11:45a M
IN BOOK 59 Mtg PAGE 100
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
By Cathy Saxton

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 9, 1994 . The mortgagor is EDWIN R. ADAMS AND ELIZEABETH H. ADAMS, HUSBAND AND WIFE
("Borrower"). This Security Instrument is given to ROCK SPRINGS NATIONAL BANK , which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose address is 333 BROADWAY PO BOX 880, ROCK SPRINGS, WY 82902-0880 ("Lender"). Borrower owes Lender the principal sum of FIFTY THOUSAND AND NO/100********** Dollars (U.S. $ 50,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on FEBRUARY 15, 2014 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in SUBLETTE County, Wyoming:

LOT 2 OF THE VALLEY HILLS SUBDIVISION, SUBLETTE COUNTY, WYOMING EXCEPTING THEREFROM THE PARCEL OF LAND CONVEYED BY WARRANTY DEED RECORDED AUGUST 10, 1993, IN BOOK 33 OF DEEDS, PAGE 35.

which has the address of 7 ANDREW LANE [Street] , PINEDALE [City] ,
Wyoming 82941 [Zip Code] ("Property Address");

[redacted] [redacted] [redacted]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under 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 (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.

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5. Hazard or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage

insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. 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.

12. 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.

13. 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.

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.

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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 as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 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 21, 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

BANKERS SYSTEMS, INC., ST. CLOUD, MN 56302 (1-800-397-2341) FORM MD-1-WY 2/8/91

[redacted] [redacted] [redacted]

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.

22. 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.

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

24. 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
- ☐ Graduated Payment Rider
- ☐ Balloon Rider
- ☐ Other(s) [specify]
- ☐ Condominium Rider
- ☐ Planned Unit Development Rider
- ☐ Rate Improvement Rider
- ☐ 1-4 Family Rider
- ☐ Biweekly Payment Rider
- ☐ Second Home Rider

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

X Edwin R. Adams (Seal)
EDWIN R. ADAMS -Borrower

Social Security Number 520-50-3735

X Elizabeth H. Adams (Seal)
ELIZEABETH H. ADAMS -Borrower

Social Security Number 520-60-7598

[Space Below This Line For Acknowledgment]

STATE OF WYOMING, SWEETWATER County ss:

The foregoing instrument was acknowledged before me this February 2, 1994
(date)

by EDWIN R. ADAMS AND ELIZEABETH H. ADAMS, HUSBAND AND WIFE
(person acknowledging)

My commission expires: 10-2-94

REBECCA L. MORRISON - NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES OCTOBER 2, 1995

X Rebecca L. Morrison
REBECCA L. MORRISON Notary Public

$UBORDINATION AGREEMENT - A, B

A

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIOR PRIORITY THAT THE LIEN OF SOME LATER SECURITY INSTRUMENT.

THIS AGREEMENT, made this 9TH day of February, 1994 by

owner(s) of the land hereinafter described and hereinafter referred to as "Owner" and KEY BANK OF WYOMING

present owner and holder of the mortgage and note first hereinafter described and hereinafter referred to as "Mortgagee";

WITNESSETH

THAT WHEREAS, EDWIN R. ADAMS AND ELIZEABETH H. ADAMS, HUSBAND AND WIFE, did execute a mortgage dated 11-5-92 to KEY BANK OF WYOMING as Mortgagee, covering:

LOT 2, VALLEY HILLS SUBDIVISION, SUBLETTE COUNTY, WYOMING

to secure a Note in the sum of $ 10,000.00 , dated 11-5-92 in favor of KEY BANK OF WYOMING which mortgage was recorded NOV. 12, 1992 in Book 56 of MORTGAGES , page 186 , Official Record of said County; and

WHEREAS, Owner has executed, or is about to execute, a mortgage and note in the sum of $ 50,000.00 , dated February 9, 1994 in favor of ROCK SPRINGS NATIONAL BANK hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which mortgage is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said mortgage last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the mortgage first above mentioned: and

WHEREAS, Lender is willing to make said loan provided the mortgage securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the mortgage first above mentioned and provided that Mortgagee will specifically and unconditionally subordinate the lien or charge of the mortgage first above mentioned to the lien or charge of the mortgage in favor of Lender; and

245332

RECORDED February 11, 1994 11:45 AM
IN BOOK 59 Mtg. PAGE 106
FEES $ 10.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

SUBORDINATION AGREEMENT - A, B

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Mortgagee is willing that the mortgage securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the mortgage first above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, It is hereby declared, understood and agreed as follows:

(1) That said mortgage securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the mortgage first above mentioned.

(2) That Lender would not make its loan above described without this subordination agreement.

(3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the mortgage first above mentioned to the lien or charge of the mortgage in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the mortgages hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the mortgage first above mentioned, which provide for its subordination of the lien or charge thereof to another mortgage or mortgages.

Mortgagee declares, agrees and acknowledges that:

(a) He consents to and approves (I) all provisions of the note and mortgage in favor of the Lender above referred to, and (II) all agreements, including, but not limited to, any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan.

(b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;

(c) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the mortgage first above mentioned in favor of the lien or charge upon said land of the mortgage in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other considerations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination;

SUBORDINATION AGREEMENT - A, B

(d) An endorsement has been placed upon the note secured by the mortgage first above mentioned that said mortgage has by this instrument been subordinated to the lien or charge of the mortgage in favor of Lender referred to.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAT IMPROVEMENT OF THE LAND.

Kevin J Moline

Key Bank of Wyoming
MORTGAGEE

Edwin R. Adams

Elizabeth H. Adams
OWNERS

STATE OF Wyoming
SS
COUNTY OF Sublette

The foregoing instrument was acknowledged before me by Kevin J. Moline
this 11th day of January, 1994.

Witness my hand and official seal.

LELA L. SANDERS
NOTARY PUBLIC
Sublette County, WY
My Commission expires
11-4-96

Lela L Sanders
Notary Public

My Commission expires Nov. 4, 1996

STATE OF Wyoming
SS
COUNTY OF Sweetwater

The foregoing instrument was acknowledged before me by Edwin R. Adams and Elizeabeth H. Adams
this 9th day of February, 1994.

Witness my hand and official seal.

Rebecca L Morrison
Notary Public

My Commission expires 10-2-95

REBECCA L. MORRISON - NOTARY PUBLIC
COUNTY OF SWEETWATER
STATE OF WYOMING
THIS COMMISSION EXPIRES OCTOBER 2, 1996

700943[redacted]

[redacted] 245338 [redacted]

WHEN RECORDED MAIL TO:
KEYCORP MORTGAGE INC.
18TH STREET & CAREY AVENUE
P.O. BOX 567
CHEYENNE, WYOMING 82003

RECORDED Feb 17, 1994 12:30PM
IN BOOK 59 Mtg. PAGE 109
FEES $ 20.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

[Space Above This Line For Recording Data]

State of Wyoming

MORTGAGE

FHA Case No.
5910727264 - 703

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 16TH 1994 . The Mortgagor is MARTIN FERWERDA III, A SINGLE PERSON

("Borrower"). This Security Instrument is given to KEYCORP MORTGAGE INC.

which is organized and existing under the laws of THE STATE OF MARYLAND , and whose address is 205 PARK CLUB LANE
BUFFALO, NEW YORK 14231-9000 ("Lender"). Borrower owes Lender the principal sum of SIXTY-EIGHT THOUSAND ONE HUNDRED EIGHTY-SIX AND NO/100 Dollars (U.S. $ 68,186.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MARCH 1ST , 2024 This Security Instrument secured 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 6 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 the power of sale, the following described property located in SUBLETTE County, Wyoming:

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

which has the address of 7 EAST NORTH STREET [Street, City], PINEDALE Wyoming 82941 [Zip Code] ("Property Address"):

initials

FHA WYOMING MORTGAGE - 2/91

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Rlsd. Bk 20 Rel. Pg 429 6/28/00
Assigned BK 59 Mtg pg 274

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.

1. Payment of Principal, Interest, and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by paragraph 4.

Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become delinquent.

If at any time the total of the payments held by Lender for items (a), (b), (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her desig· ee. In any year in which the Lender must pay a mortgage insurance premium to the Secretary, each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary, or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borro ·er. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with ·.y balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note;

Fifth, to late charges due under the Note.

Initials

[redacted] [redacted] [redacted]

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title, and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lenders of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender;s request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, of there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

7. 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 place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments.

Initials

Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. Fees. Lender may collect fees and changes authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment defaults to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration of foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the Note secured thereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof. Lender may, at its option and notwithstanding anything in paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of 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 successor 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.

Initials: [redacted]

[redacted] [redacted] [redacted]

12. 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 9.b. 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.

13. 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 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 for in this paragraph.

14. 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.

15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

16. Assignments of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower; (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

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

17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender 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 17, 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 13. 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.

18. 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.

Initials

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

20. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants 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)]

- ☐ Condominium Rider
- ☐ Planned Unit Development Rider
- ☐ Graduated Payment Rider
- ☐ Growing Equity Rider
- ☒ Other [Specify]
  STEP RATE RIDER
  TAX EXEMPT FINANCING RIDER

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

Witnesses:

Martin Ferwerda III (Seal)
MARTIN FERWERDA III -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

SUBLETTE

STATE OF WYOMING,

County ss:

The foregoing instrument was acknowledged before me this FEBRUARY 16TH 1994 (date)

by MARTIN FERWERDA III, A SINGLE PERSON (person acknowledging)

My Commission Expires: Oct. 29, 1994

Lyd M. Goodrich
Notary Public

[redacted] [redacted] [redacted]

MORTGAGE A[redacted]UM

The following is an FHA Addendum to the Mortgage. The addendum shall be incorporated into, and recorded with, the Mortgage. the term "Mortgage" shall be deemed to include "Deed of Trust," if applicable.

TAX EXEMPT FINANCING RIDER

THIS TAX-EXEMPT FINANCING RIDER is made this 16th day of February, 19 94, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed or Trust or Security Deed ("Security Instrument') of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to KEYCORP MORTGAGE INC.
("Lender") of the same date and covering the property described in the Security Instrument and located at:
7 EAST NORTH STREET PINEDALE, WYOMING 82941
(Property Address)

In addition to the covenants and agreements made in the Security instrument, Borrower and Lender further covenant and agree as follows:

Lender, or such of its successors or assigns as may, by separate instrument, assume responsibility for assuring compliance by the Borrower with the provisions of this Tax Exempt Financing Rider, may require immediate payment in full of all sums secured by this Security Instrument 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 resident within a reasonable time after the sale or transfer, all as provided in Section 143(c) and (i)(2) of the Internal Revenue Code; or

i) 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, all as provided in Section 143(d) and (i)(2) of the Internal Revenue Code;

iii) At an acquisition cost which is greater than 90 percent of the average area purchase price (greater than 110 percent for targeted area residences), all as provided in Section 143(e) and (i)(2) of the Internal Revenue Code; or

iv) Whose family income exceeds applicable income limits as provided in Section 143(f) and (i)(2) of the Internal Revenue Code.

b) Borrower fails to occupy the property described in the Security Instrument without prior written consent of the lender or its successors or assigns described at the beginning of this Tax Exempt Financing Rider, or

c) Borrower omits or misrepresents a fact that is material with respect to the provisions of Section 143 of the Internal Revenue Code in an application for the loan secured by this Security Instrument.

References are to the Internal Revenue Code as amended, in effect on the date of execution of the Security Instrument and are deemed to include the implementing regulations.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions in this Tax-Exempt Financing Rider.

_____ Borrower

Martin Zamarripa III Borrower

MPP 210-R (Revised 3/92)

****

ATTACHMENT "1" TO MORTGAGE

STEP RATE RIDER TO MORTGAGE

****

This STEP RATE RIDER is made this 16th day of February, 1994, and is incorporated into and amends the attached Mortgage to KEYCORP MORTGAGE INC. (the "Lender") of the same date and covering the property described in the Mortgage and located at: 7 EAST NORTH STREET PINEDALE, WYOMING 82941
(Property Address)

THIS STEP RATE MORTGAGE RIDER CONTAINS PROVISIONS WHICH INCREASE THE BORROWER'S INTEREST RATE AND MONTHLY PAYMENT

ADDITIONAL COVENANTS: In addition to the covenants and agreements made in the Mortgage, Borrower and Lender further covenant and agree as follows:

The borrower agrees to an initial interest rate of 6-1/4% and a monthly payment of U.S. $ 419.84. This Step Rate Mortgage Rider provides for changes in the interest rate and monthly payment, as follows:

* * * * * * Interest Rate and Monthly Payment Increases * * * * *

I agree to an initial interest rate of 6-1/4% and a monthly payment of U.S. $ 419.84. My interest rate and monthly payment will change as follows:

(a) The interest rate I will pay will change on the first day of March 1, 1995 and on that day every twelfth month thereafter (the "Change Date") for 2 years.

(b) On March 1, 1995 (Date) my interest rate will be increased to 6-1/2%. My monthly payment will be increased to U.S. $ 430.75 (P & I), beginning with the 4/01/95 monthly payment.

On March 1, 1996 (Date), my interest rate will be increased to 6-3/4%. My monthly payment will be increased to U.S. $ 441.54 (P & I), beginning with the 4/01/96 monthly payment.

(c) My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again. The final interest rate and monthly payment listed above shall be my interest rate and monthly payment for the remainder of the loan term until the full amount of principal has been paid.

By Signing Below, Borrower accepts and agrees to the terms and covenants contained in this Step Rate Rider.

Martin Fernandez III Borrower

Borrower

MORTGAGE

THIS MORTGAGE, made as of the 21st day of February, 19 94, from **GORDON MAX MICKELSON, II and KIM MICKELSON,** husband and wife, of 6508 Baylor Drive, Bartlesville, OK 74006 P.O. Box ######, **Big Piney, WY 83113,** hereinafter referred to as "Mortgagors", to **HOME BANK & TRUST CO.,** of Box 620, Eureka KS 87045, hereinafter referred to as "Mortgagee".

The Mortgagors, for and in consideration of the sum of Seventy Thousand and NO/100 ($70,000.00) Dollars in lawful money of the United States, to secure certain indebtedness, evidenced by a Promissory Note of even date herewith, 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. The indebtedness secured hereby is described as:

A. The principal balance of Seventy Thousand and NO/100 ($70,000.00) Dollars together with interest at the rate of nine (9%) per annum thereon shall be paid in two hundred forty (240) equal monthly installments of interest and principal of $629.81 each. Payments of said monthly installments shall begin thirty days after the signing of this Mortgage and continue in like amount on or before the same day of each and every month thereafter. Interest shall accrue on the principal amount from the date of the signing of this Mortgage. All payments shall first be applied to accrued interest and then to principal as of the date received.

B. Mortgagors shall have the right to make additional cash payments at any time and may pay the entire balance due, with any interest to date of such payment, at any time without penalty. A partial payment shall not act to reduce the amount or change the date of the next monthly payment due but shall act by reduction of principal owed to reduce the total term of the Mortgage and thus the total amount of interest paid. Mortgagors may pay an amount equal to a monthly payment and specify that it is an advance monthly payment and not a prepayment and thus have said payment act to satisfy the next respective monthly payment obligation.

C. It is specifically agreed that late payments accepted by Mortgagee will not operate to change or modify any of the due dates or other payments due hereunder.

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 to the express condition that, if the Mortgagors pay, or cause to be paid, to the Mortgagee the sums set out above and all extensions and renewals thereof and all other amounts due hereunder, then this Mortgage and such

245387

RECORDED Feb. 22, 1994 11:20AM
IN BOOK 59 Mtg PAGE 117
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Baxton

rlsd. bk.30 pg.740 12/10/10 117

note shall cease and be null and void. The Mortgagors hereby covenant to pay all such amounts.

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 insurance, 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.

(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.

(d) Mortgagors shall provide at closing and at all time during this contract period fire and hazard insurance on the improvements on the concerned real property. These improvements shall be insured at fair market value. This insurance shall name Mortgagee as an additional loss payee with a "union or standard mortgage clause" and not a "loss payable or open mortgage clause" and shall provide that the policy shall not be canceled without prior notice to Mortgagee. The payment clause shall be made payable to the Mortgagee and Mortgagors as their interest may appear. In the event of a loss, the proceeds thereof shall be used forthwith to remedy the damage caused by the loss and/or in the event the Mortgagors elect not to repair said damage, the proceeds thereof shall be forthwith applied to payment of the balance due under the terms of the Promissory Note secured hereby, and the application of said insurance funds to the payment of the remaining balance shall be in addition to the regularly scheduled payments provided for in said Promissory Note and Mortgage.

2. If the Mortgagors default in the payment of such insurance, taxes, assessments or other lawful charges, the Mortgagee may, without notice or demand, pay the same. The Mortgagors covenant and agree that all such sums of money so expended, shall be added to the debt hereby secured, and agree 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 secured hereby until repaid, and the same shall be a lien on the property and be secured by this Mortgage. The Mortgagee is not required by this provision to advance such funds. A failure by Mortgagors to timely pay such insurance, taxes, assessments or other lawful charges

shall constitute a default under this mortgage the same as non-payment of the sums secured by this mortgage even if such funds are advanced by Mortgagee.

3. 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 or conveyance of the property so sold. The Mortgagors agree to pay all costs of enforcement and of foreclosure, including reasonable attorney's 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 attorney's fees, and all money expended or advanced by the Mortgagee pursuant to the provisions of this Mortgage; (2nd) all unpaid insurance, 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 on the indebtedness hereby secured; and (4th) the surplus, if any, shall be paid to the Mortgagors (subject to the rights of any junior lienholder). Provided that no foreclosure action shall be taken by the Mortgagee until thirty (30) days have elapsed since Mortgagee has given written notice to Mortgagors of such default and Mortgagors have failed to cure such default within said thirty (30) day period.

4. 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 secured hereby and any other indebtedness secured hereby, and the Mortgagee shall be entitled to a deficiency judgment.

5. The acceptance of this Mortgage, and the Promissory Note it secures, by the Mortgagee, shall be an acceptance of the terms and conditions contained herein.

6. 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 Mortgagors and the Mortgagee. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

7. The Mortgagors 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.

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

G. Michelson DUM
GORDON MAX MICKELSON, II

Kim Michelson
KIM MICKELSON

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

The foregoing **MORTGAGE** was acknowledged before me by GORDON MAX MICKELSON, II and KIM MICKELSON, this 18th day of February, 1994.

Witness my hand and official seal.

Norma Mitchell
NOTARY PUBLIC

My Commission Expires:

3-3-97

[redacted] [redacted] [redacted]

EXHIBIT "A"

All of the SW¼SW¼ of Section 2 and the W½NW¼ of Section 11, Township 30 North, Range 111 West of the 6th P.M., Sublette County, Wyoming and that part of the SE¼SW¼ of Section 2 and the E½NW¼ of Section 11, Township 30 North, Range 111 West of the 6th P.M., Sublette County, Wyoming, lying and being situate westerly of the following described line:

Beginning at a point on the south line of said Section 11, N.87°04.0'W., 665.12 feet from the center one-quarter corner of said Section 11 found as described in the Certified Land Corner Recordation Certificate filed in the office of the Clerk of Sublette County;

thence N.00°02.0'W., 3948.63 feet to a point on the north line of said SE¼SW¼, each point marked by a steel reinforcing rod 5/8 x 24 ins. with aluminum cap inscribed "SURVEYOR SCHERBEL PLS164 BIG PINEY, WY" and appropriate details.

TOGETHER WITH all improvements and appurtenances thereunto appertaining.

SUBJECT TO reservations and restrictions contained in the United States patents or of record, to easements and rights-of-way of record or in use and to prior mineral reservations of record.

192

Assigned BK 59 mtg. Pg 122
Asn. BK Rel mtg Pg 347 10/20/96
Rlsd. BK 20 Rel. pg 80 8/17/99

245393

WHEN RECORDED MAIL TO:

DIRECTORS MORTGAGE LOAN CORPORATION
P.O. BOX 12012
RIVERSIDE, CA 92502-2212

LOAN NUMBER: 8067753
BRANCH: DEN-C

RECORDED February 24, 1994 11:20AM
IN BOOK 59 mtg. PAGE 122
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

[Space Above This Line For Recording Data]

State of Wyoming

MORTGAGE

FHA Case No.
591:0729344-748

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 18 , 1994 .
The Mortgagor is
RICHARD A. ANDERSON AND BARB J. ANDERSON, HUSBAND AND WIFE.

("Borrower"). This Security Instrument is given to

COLORADO FIRST MORTGAGE, INC.,
A COLORADO CORPORATION
,
which is organized and existing under the laws of COLORADO , and whose address is 1660 SOUTH ALBION STREET #807, DENVER, CO 80222 ("Lender"). Borrower owes Lender the principal sum of
THIRTY FIVE THOUSAND ONE HUNDRED SEVENTY FOUR AND NO/100
Dollars (U.S. $ 35,174.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MARCH 01, 2009 . 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 6 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 the Lender with power of sale, the following described property located in SUBLETTE County, Wyoming:

LOT 1 OF THE SAGE RANCH NO. 1 ADDITION TO THE TOWN OF MARBLETON, SUBLETTE COUNTY, WYOMING.

which has the address of 527 EAST 5TH STREET [Street]
MARBLETON [City] WYOMING [State] 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 seized 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.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

[redacted] [redacted] [redacted]

2. Monthly Payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by Paragraph 4.

Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become delinquent.

If at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. In any year in which the Lender must pay a mortgage insurance premium to the Secretary (or any year in which such premium would have been required if the Lender still held the Security Instrument), each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary, or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note;

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in

default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other 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, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the Note rate, and at the option of Lender shall be immediately due and payable.

7. 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 place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment defaults to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the Note secured thereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option and notwithstanding anything in Paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted

reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of 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 successor 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.

12. 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 9.b. 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.

13. 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 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.

14. 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.

15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

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

17. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender 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 17, 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 applicatable law. Lender shall give notice of the sale to Borrower in the manner provided in paragraph 13. 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 attorney's fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

18. 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.

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

20. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants 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)]

☐ Condominium Rider	☐ Adjustable Rate Rider	☐ Growing Equity Rider
☐ Planned Unit Development Rider	☐ Graduated Payment Rider	☐ Other [Specify]

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

Witnesses:

_____ _____

_____ (Seal)
RICHARD A. ANDERSON -Borrower

_____ (Seal)
BARB J. ANDERSON -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

(Sign Original Only)

STATE OF WYOMING, SUBLETTE **County ss:**

The foregoing instrument was acknowledged before me this FEBRUARY 18, 1994
(date)

by RICHARD A. ANDERSON, BARB J. ANDERSON

(person acknowledging)

My Commission Expires:

EDWIN R. ADAMS - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires 7-28-96

_____
Notary Public

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO :

NAME / ADDRESS / CITY & STATE
DIRECTORS MORTGAGE LOAN CORPORATION
P.O. BOX 12012
RIVERSIDE, CA 92502-2212

Loan Number: 8067753
Branch: DEN-C
Title Order No: 11677-T
Escrow No: 11677-T

245394

RECORDED Feb. 24, 1994 11:20AM
IN BOOK 59 mtg. PAGE 122
FEES 6.00
SUBLETTE COUNTY CLERK
By Cathy Sexton

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Assignment of Deed of Trust or Mortgage

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to

DIRECTORS MORTGAGE LOAN CORPORATION, A CALIFORNIA CORPORATION

all beneficial interest under that certain Deed of Trust/Mortgage dated FEBRUARY 18, 1994 executed by
RICHARD A. ANDERSON AND BARB J. ANDERSON, HUSBAND AND WIFE.

, Trustor/Grantor/Mortgagor,

to COLORADO FIRST MORTGAGE, INC.
A COLORADO CORPORATION , Lender,

Concurrently herewith
and recorded as Instrument No. 122 on in book 59 mtg. , page , of Official Records in the County Recorder's office of SUBLETTE County, WYOMING , describing land therein as:

LOT 1 OF THE SAGE RANCH NO. 1 ADDITION TO THE TOWN OF MARBLETON, SUBLETTE COUNTY, WYOMING.

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust/Mortgage.

COLORADO FIRST MORTGAGE, INC.
A COLORADO CORPORATION

Howard J. Baker
Asst. Secy (Title)

STATE OF WYOMING, LINCOLN **County ss:**

The foregoing instrument was acknowledged before me this 2-22-94 (date) by
HOWARD J. BAKER, Asst. Secy.

My Commission Expires

MARSHA M. MOE - NOTARY PUBLIC
COUNTY OF LINCOLN STATE OF WYOMING
MY COMMISSION EXPIRES JULY 25, 1995

Marsha M. Moe
Notary Public

Corporate Assignment Wyoming (CORR) D-6009 (8/93)

128 Recorded BK 416 Pg 497

MORTGAGE

THIS MORTGAGE granted from JIMMY C. GRIMES and CAROL A. GRIMES, husband and wife, of Sublette County, Wyoming, hereinafter referred to as Mortgagor, to ELIZABETH A. ELLIS (and successors), AS TRUSTEE OF THE ANNE E. BARGER FAMILY TRUST, dated December 26, 1989, for the benefit of Anne E. Barger, Sweetwater County, Wyoming, hereinafter referred to as Mortgagee.

Mortgagor, for and in consideration of the sum of $11,~~817.50~~ 295.00 JCM, to secure the indebtedness hereinafter set forth, does hereby mortgage to Mortgagee the real property situated in Sublette County, Wyoming, and described as:

> Lot 57, Big Country Ranches, Fourth Filing, Unit B, Sublette County, Wyoming, as the same appears of record on the official plat thereof recorded in the office of the County Clerk, Sublette County, Wyoming;

TOGETHER WITH all improvements and appurtenances thereto appertaining.

said indebtedness being payable as follows:

JCM The principal balance of $11,295.00, together with interest thereon at the rate of 10% per annum, from the 24th day of Feb., 1994, shall be payable in monthly installments of principal and interest in the amount of $148.76 each, the first payment being due on the JCM 24th day of March, 1994, and continuing monthly thereafter until the entire balance of principal and accrued interest are paid in full.

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

Mortgagor covenants and agrees as follows:

1. The lien of this mortgage shall remain in full force and effect during any postponement or extension of the time of payment of any part of the indebtedness secured hereby.

2. Mortgagor shall pay or cause to be paid all taxes and assessments (including without limitation any homeowner assessments) levied or assessed against the property beginning in 1994, and shall comply with all recordation and other laws affecting the security of this mortgage, at the expense of Mortgagor.

3. Mortgagor shall not permit the interest of Mortgagee 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.

4. If Mortgagor defaults in the payment of taxes, assessments, insurance premiums other lawful charges, Mortgagee may, without notice or demand, pay the same. Mortgagor covenants and agrees that all such sums of money so expended, together with all costs of enforcement and reasonable attorney's fees, shall be added to the debt hereby secured, and agrees to repay the same and all expenses so incurred by Mortgagee, with interest thereon from the date of payment at the interest rate provided in the note or notes secured hereby until repaid, and the same shall be a lien upon the property and be secured by this mortgage. Mortgagee is not required by this provision to advance such funds.

5. Should Mortgagor default in the performance of any of the terms and conditions of this mortgage by it to be performed, 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, Mortgagee may cause to be executed and delivered to the purchaser or purchasers a proper certificate of sale of the property so sold. Mortgagor agrees to pay all costs of enforcement and of foreclosure, including reasonable attorney's fees. The failure of Mortgagee to promptly foreclose following a default shall not prejudice any right of Mortgagee to foreclose thereafter during the continuance of such default or any right to foreclose in case of further default or defaults. The proceeds from any such sale shall be applied to the payment of: (1st) the costs and expenses of the

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IN BOOK 59 misc. 14 PAGE 128
FEES [redacted] COUNTY CLERK
SUBLETTE COUNTY CLERK

MORTGAGE Page 1

By Cathy Sayton

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foreclo[redacted]l sale, including reasonable attorn[redacted]s, and all money expended or ad[redacted]by Mortgagee pursuant to the provisions of this mortgage; (2nd) all unpaid taxes, assessments, claims and liens on the property which are superior to the lien of this mortgage; (3rd) the balance due to Mortgagee on account of principal and interest and late charges on the indebtedness hereby secured; and (4th) the surplus, if any, shall be paid to Mortgagor (subject to the rights of any junior lienholders).

6. If the property described herein is sold under foreclosure or otherwise and the proceeds are insufficient to pay the total indebtedness hereby secured, Mortgagor shall be personally bound to pay the unpaid balance of the note or notes secured hereby and any other indebtedness secured hereby, and Mortgagee shall be entitled to a deficiency judgment.

7. Upon notice of default pursuant to law or abandonment of the property and at any time prior to the expiration of any period of redemption following foreclosure sale, Mortgagee shall be entitled to enter upon, take possession of and manage the property and to collect any rents of the property, including those past due. Any rents so collected by Mortgagee shall be applied first to payment of the costs of management of the property and collection of rents, including, but not limited to, reasonable attorney's fees, and then to the sums secured by this mortgage.

8. 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. If all or any part of the property or an interest therein is sold or transferred by Mortgagor without written permission of Mortgagee, excluding the creation of a lien or encumbrance subordinate to this mortgage, Mortgagee may, at Mortgagee's option, declare all the sums secured by this mortgage to be immediately due and payable. Entering into a contract to sell said property shall be a transfer for the purposes of this Paragraph.

10. 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 the last known mailing address of such person (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.

11. The acceptance of this mortgage and the note or notes it secures by Mortgagee shall be an acceptance of the terms and conditions contained herein.

12. 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 parties. 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, this mortgage has been executed by Mortgagor this 24th day of February, 1994.

Jimmy C. Grimes
JIMMY C. GRIMES

Carol A. Grimes
CAROL A. GRIMES

(24)

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

The foregoing mortgage was acknowledged before me this 24th day of February, 1994, by JIMMY C. GRIMES and CAROL A. GRIMES.
WITNESS my hand and official seal.

Emma Lou Mason
Notary Public

EMMA LOU MASON - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires April 2, 1995

MORTGAGE

THIS MORTGAGE granted from JIMMY C. GRIMES and CAROL A. GRIMES, husband and wife, of Sublette County, Wyoming, hereinafter referred to as Mortgagor, to ELIZABETH A. ELLIS (and successors), AS TRUSTEE OF THE ANNE E. BARGER FAMILY TRUST, dated December 26, 1989, for the benefit of Anne E. Barger, Sweetwater County, Wyoming, hereinafter referred to as Mortgagee.

Mortgagor, for and in consideration of the sum of $11,317.50, to secure the indebtedness hereinafter set forth, does hereby mortgage to Mortgagee the real property situated in Sublette County, Wyoming, and described as:

> Lot 56, Big Country Ranches, Fourth Filing, Unit B, Sublette County, Wyoming, as the same appears of record on the official plat thereof recorded in the office of the County Clerk, Sublette County, Wyoming;

TOGETHER WITH all improvements and appurtenances thereto appertaining.

said indebtedness being payable as follows:

JCG CB The principal balance of $11,317.50, together with interest thereon at the rate of 10% per annum, from the 24th day of Feb., 1994, shall be payable in monthly installments of principal and interest in the amount of $148.80 each, the first payment being due on the JCG 24th day CB of March, 1994, and continuing monthly thereafter until the entire balance of principal and accrued interest are paid in full.

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

Mortgagor covenants and agrees as follows:

1. The lien of this mortgage shall remain in full force and effect during any postponement or extension of the time of payment of any part of the indebtedness secured hereby.

2. Mortgagor shall pay or cause to be paid all taxes and assessments (including without limitation any homeowner assessments) levied or assessed against the property beginning in 1994, and shall comply with all recordation and other laws affecting the security of this mortgage, at the expense of Mortgagor.

3. Mortgagor shall not permit the interest of Mortgagee 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.

4. If Mortgagor defaults in the payment of taxes, assessments, insurance premiums other lawful charges, Mortgagee may, without notice or demand, pay the same. Mortgagor covenants and agrees that all such sums of money so expended, together with all costs of enforcement and reasonable attorney's fees, shall be added to the debt hereby secured, and agrees to repay the same and all expenses so incurred by Mortgagee, with interest thereon from the date of payment at the interest rate provided in the note or notes secured hereby until repaid, and the same shall be a lien upon the property and be secured by this mortgage. Mortgagee is not required by this provision to advance such funds.

5. Should Mortgagor default in the performance of any of the terms and conditions of this mortgage by it to be performed, 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, Mortgagee may cause to be executed and delivered to the purchaser or purchasers a proper certificate of sale of the property so sold. Mortgagor agrees to pay all costs of enforcement and of foreclosure, including reasonable attorney's fees. The failure of Mortgagee to promptly foreclose following a default shall not prejudice any right of Mortgagee to foreclose thereafter during the continuance of such default or any right to foreclose in case of further default or defaults. The proceeds from any such sale shall be applied to the payment of: (1st) the costs and expenses of the

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FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton 131

foreclosure and sale, including reasonable attorney's fees, and all money expended or advanced by Mortgagee pursuant to the provisions of this mortgage; (2nd) all unpaid taxes, assessments, claims and liens on the property which are superior to the lien of this mortgage; (3rd) the balance due to Mortgagee on account of principal and interest and late charges on the indebtedness hereby secured; and (4th) the surplus, if any, shall be paid to Mortgagor (subject to the rights of any junior lienholders).

6. If the property described herein is sold under foreclosure or otherwise and the proceeds are insufficient to pay the total indebtedness hereby secured, Mortgagor shall be personally bound to pay the unpaid balance of the note or notes secured hereby and any other indebtedness secured hereby, and Mortgagee shall be entitled to a deficiency judgment.

7. Upon notice of default pursuant to law or abandonment of the property and at any time prior to the expiration of any period of redemption following foreclosure sale, Mortgagee shall be entitled to enter upon, take possession of and manage the property and to collect any rents of the property, including those past due. Any rents so collected by Mortgagee shall be applied first to payment of the costs of management of the property and collection of rents, including, but not limited to, reasonable attorney's fees, and then to the sums secured by this mortgage.

8. 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. If all or any part of the property or an interest therein is sold or transferred by Mortgagor without written permission of Mortgagee, excluding the creation of a lien or encumbrance subordinate to this mortgage, Mortgagee may, at Mortgagee's option, declare all the sums secured by this mortgage to be immediately due and payable. Entering into a contract to sell said property shall be a transfer for the purposes of this Paragraph.

10. 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 the last known mailing address of such person (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.

11. The acceptance of this mortgage and the note or notes it secures by Mortgagee shall be an acceptance of the terms and conditions contained herein.

12. 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 parties. 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, this mortgage has been executed by Mortgagor this 14th day of February, 1994.

Jimmy C. Grimes
JIMMY C. GRIMES

Carol A. Grimes
CAROL A. GRIMES

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

The foregoing mortgage was acknowledged before me this 24th day of February, 1994, by JIMMY C. GRIMES and CAROL A. GRIMES.
WITNESS my hand and official seal.

Emma Lou Mason
Notary Public

EMMA LOU MASON - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires April 2, 1995

134 Agmt 345 Mtg. pg 134

9-20-02 Rlsd. Bk 22 Rel. pg 98

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RECORDED Feb. 25, 1994 3:45pM
IN BOOK 59 Mtg. PAGE 134
FEES $ 16.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

WHEN RECORDED MAIL TO:
6686865
EXPRESS AMERICA MORTGAGE CORPORATION
9060 EAST VIA LINDA
SCOTTSDALE, AZ 85258

[Space Above This Line For Recording Data]

LOAN NO. 6686865 By Cathy Sarta

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **FEBRUARY 25, 1994** . The mortgagor is **DAVID J. BELL AND PEGGY L. BELL, HUSBAND AND WIFE**

("Borrower").

This Security Instrument is given to **HILLISCOT GROUP INC., A COLORADO CORPORATION,** which is organized and existing under the laws of **COLORADO** , and whose address is **1331 17TH ST. #400, DENVER, CO 80202** ("Lender"). Borrower owes Lender the principal sum of **ONE HUNDRED THOUSAND AND NO/100----------**

Dollars (U.S. $ **100,000.00**). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **MARCH 1, 2024** . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 OF THE ORCUTT SUBDIVISION, UNIT II, SUBLETTE COUNTY, WYOMING.

which has the address of **51 ORCUTT DRIVE, PINEDALE, WY 82941** ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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.

[redacted] [redacted] [redacted]

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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under 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 (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 or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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.

11. 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.

12. 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.

13. 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.

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 as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 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 21, 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.

22. 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.

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

24. 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	☐ 1-4 Family Rider
☐ Graduated Payment Rider	☐ Planned Unit Development Rider	☐ Biweekly Payment Rider
☐ Balloon Rider	☐ Rate Improvement Rider	☐ Second Home Rider
☐ Other(s) [specify]		

This is a Page 1 of 2

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.

Witnesses:

_____

_____

2-25-94
DAVID J. BELL — DATE

2-25-94
PEGGY L. BELL — DATE

[Space Below This Line For Acknowledgment]

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by DAVID J. BELL AND PEGGY L. BELL, this 25th day of February, 1994.

Witness my hand and official seal.

EDWIN R. ADAMS - NOTARY PUBLIC
County of Sublette — State of Wyoming
My Commission Expires 7-28-96

Edwin R. Adams
Notary Public

RECORDING REQUESTED BY:

245424

RECORDED Feb. 25, 1994 3:45 PM
IN BOOK 59 mtgs. PAGE 134
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

AND WHEN RECORDED MAIL TO:
EXPRESS AMERICA MORTGAGE CORPORATION
9060 EAST VIA LINDA
SCOTTSDALE, AZ 85258

Case No.
Loan No. 6686865

NOTE: After having been recorded, this Assignment should be kept with the Mortgage hereby assigned.

ASSIGNMENT OF REAL ESTATE MORTGAGE

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to
EXPRESS AMERICA MORTGAGE CORPORATION, AN ARIZONA CORPORATION

all the rights, title and interest of the undersigned in and to that certain Real Estate Mortgage executed by
DAVID J. BELL AND PEGGY L. BELL, HUSBAND AND WIFE

and dated FEBRUARY 25, 1994 , to
HILLISCOT GROUP INC., A COLORADO CORPORATION

a corporation organized under the laws of COLORADO , and who's principal place of business is 1331 17TH ST. #400
DENVER, CO 80202
and recorded in Book/Volume No. 59 mtg, page(s) 134, as Document No. _____ County Records, State of WYOMING described hereinafter as follows:
LOT 6 OF THE ORCUTT SUBDIVISION, UNIT II, SUBLETTE COUNTY, WYOMING.

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Real Estate Mortgage.

Dated this 25 day of FEBRUARY, 1994,

HILLISCOT GROUP INC.,
A COLORADO CORPORATION

BY: Rhonda Backe A MORTGAGE BANKING OFFICER OF EXPRESS AMERICA MORTGAGE CORPORATION, AN ARIZONA CORPORATION AS ATTORNEY IN FACT FOR HILLISCOT GROUP, INC., A COLORADO CORPORATION

(ACKNOWLEDGEMENT: FOR INDIVIDUALS)

STATE OF _____
COUNTY ss:

On this day, _____ before me, the undersigned, a Notary Public for said state, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) _____ subscribed to the foregoing instrument and acknowledged that _____ executed the same.

WITNESS my hand and official seal.

_____
Signature

_____
Name

(ACKNOWLEDGEMENT: FOR CORPORATION)

STATE OF COLORADO
COUNTY ss: ARAPAHOE

On this date FEBRUARY 25, 1994, before me, _____ a Notary Public in and for said ARAPAHOE County, personally appeared RHONDA BACKE known to me to be the MORTGAGE BANKING OFFICER and _____ known to me to be the _____ of EXPRESS AMERICA MORTGAGE CORPORATION, AN ARIZONA CORPORATION the Corporation that executed the within instrument, and also known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) who executed the within instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the same.

WITNESS my hand and official seal.

_____
Notary Public in and for said County and State

CARRIE KATH
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 1

My Commission Expires:

DDS-NM7

1085557 [redacted] [redacted] [redacted]

WHEN RECORDED MAIL TO:
KEYCORP MORTGAGE INC.
18TH STREET & CAREY AVENUE
P.O. BOX 567
CHEYENNE, WYOMING 82003

245426

RECORDED Feb. 25, 1994 4:00PM
IN BOOK 59 mtg. PAGE 160
FEES $ 23.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
By Cathy Saxton

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY EIGHTEENTH, 19 94. The mortgagor is DOUGLAS J. WALKER, A MARRIED MAN ("Borrower"). This Security Instrument is given to KEYCORP MORTGAGE INC., which is organized and existing under the laws of THE STATE OF MARYLAND, and whose address is 205 PARK CLUB LANE BUFFALO, NEW YORK 14231-9000 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED THOUSAND AND NO/100 Dollars (U.S. $ 100,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MARCH 1ST, 2024. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 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:

TRACT 3, SHEET 4 OF THE HOBACK RANCHES SUBDIVISION, SUBLETTE COUNTY, WYOMING FORMERLY DESCRIBED AS NW1/4NW1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 112 WEST, SUBLETTE COUNTY, WYOMING.

which has the address of 159 WATSON DRAW ROAD [Street], BONDURANT [City], Wyoming 82922 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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.

Initials [illegible]

rlsd. bk. 27 Pg. 182 4/3/07 14C

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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under 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 Lender's opinion operate to prevent the enforcement of the lien; 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 or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgement could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture 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 attorney's 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower

shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. 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.

12. 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.

13. 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.

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

Initials [redacted]

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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 judgement enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 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 21, 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.

22. 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.

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

24. 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
- ☐ 1—4 Family Rider
- ☐ Graduated Payment Rider
- ☒ Planned Unit Development Rider
- ☐ Biweekly Payment Rider
- ☐ Balloon Rider
- ☐ Rate Improvement Rider
- ☒ Second Home 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.

Witnesses:

..... DOUGLAS J. WALKER (Seal) -Borrower

..... (Seal) -Borrower

..... (Seal) -Borrower

..... (Seal) -Borrower

..... (Seal) -Borrower

[Space Below This Line For Acknowledgme

STATE OF MICHIGAN **County ss:**

On this 18 day of FEBRUARY 1994 ,before me, the subscriber, personally appeared DOUGLAS J. WALKER, A MARRIED MAN

to me personally known and known to me to be the same person described in and who executed the within instrument, and IS acknowledged to me that HE/SHE executed the same.

My Commission Expires: [illegible]

Notary Public

[redacted] [redacted] [redacted]

WAIVER OF HOMESTEAD RIGHTS

I, the undersigned Joyce K. Walker, the wife of Douglas J. Walker, hereby warrant that the following described real estate situated in the County of Sublette State of Wyoming, to wit:

Tract 3, Sheet 4 of the Hoback Ranches Subdivision, Sublette County, Wyoming formerly described as NW¼NW¼ of Section 3, Township 36 North, Range 112 West, Sublette County, Wyoming.

I hereby release and waive all my rights under and by virtue of the Homestead exemption laws of the State of Wyoming to above described property.

Dated at Bridgman, Michigan this 18th day of February, 19 94.

Joyce K. Walker

State of Michigan)
)
County of _____)

I, _____, a Notary Public in and for said County and State, do hereby certify that on this _____ day of February, 19 94, before me personally appeared Joyce K. Walker, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this 18th day of February, 19 94.

Notary Public

My Commission Expires:

[redacted]

1085557

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 18TH day of FEBRUARY , 19 94 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to

KEYCORP MORTGAGE INC. (the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

159 WATSON DRAW ROAD , BONDURANT, WY 82922

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND EASEMENTS FOR HOBACK RANCHES SUBDIVISION

(the "Declaration"). The Property is a part of a planned unit development known as HOBACK RANCHES SUBDIVISION

[Name of Planned Unit Development]

(the "**PUD**"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the **PUD** (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the **PUD's** Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the **PUD**, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the **PUD**, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the **PUD**, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay **PUD** dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this **PUD** Rider.

Douglas J. Walker (Seal) _____ (Seal)
DOUGLAS J. WALKER -Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

10855 [redacted] [redacted] [redacted]

SECOND HOME RIDER

THIS SECOND HOME RIDER is made on this 18TH day of FEBRUARY , 19 94, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to

KEYCORP MORTGAGE INC.

(the "Lender") of the same date and covering the property described in the Security Instrument (the "Property"), which is located at:

159 WATSON DRAW ROAD BONDURANT, WY 82922

(Property Address)

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Uniform Covenant 6 of the Security Instrument is deleted and is replaced by the following:

6. Occupancy and Use; Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.
Borrower shall occupy, and shall only use, the Property as Borrower's second home. Borrower shall keep the Property available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy and use of the Property as a second home. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Second Home Rider.

Douglas J. Walker (Seal)
DOUGLAS J. WALKER Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

142

Fleet 1163207 149

After recording return to:
ROCKY MOUNTAIN BANK, F.S.B.
P.O. BOX 1167, CHEYENNE, WY 82003-1167

008-DESPAIN,STE

FLEET MORTGAGE CORP
1[illegible] FAIRLAND AVENUE
MILWAUKEE, WI. 53224

Loan #: 008-1018143

ASSIGNMENT OF MORTGAGE/DEED OF TRUST

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, ROCKY MOUNTAIN BANK, FEDERAL SAVINGS BANK OF CHEYENNE, WYOMING (LENDER) named in the hereinafter described Mortgage/Deed of Trust (SECURITY INSTRUMENT), does hereby grant, assign, transfer and convey all of its right, title and interest in and to said SECURITY INSTRUMENT, together with the note or notes secured thereby, to:

FLEET MORTGAGE CORP.

The SECURITY INSTRUMENT which is being assigned was executed by: STEVEN L. DESPAIN and DEBORAH J. DESPAIN

(BORROWER) on January 28, 1994 as Mortgagor/Trustor in favor of LENDER as Mortgagee/Beneficiary and covers the following described property:

LOT 5 OF THE MEADOW CANYON ESTATES, SUBLETTE COUNTY, WYOMING

245427

RECORDED Feb. 25, 1994 4:10PM
IN BOOK 59 mtg. PAGE 149
FEES $ 4.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

Said SECURITY INSTRUMENT is recorded [in Book 59 MTGS., beginning at Page 41] [as Instrument] in the records of the County Clerk of SUBLETTE County, WYOMING.

IN WITNESS WHEREOF, LENDER has caused this Assignment of Mortgage/Deed of Trust to be executed this 7th day of FEBRUARY, 1994.

ROCKY MOUNTAIN BANK, FEDERAL SAVINGS BANK

Attest: Karen K. Arnold
KAREN K. ARNOLD, ASST. SECRETARY

By: Nancy Stroman
NANCY STROMAN, VICE PRESIDENT

STATE OF WYOMING }
} ss.
County of LARAMIE }

On this 7th day of FEBRUARY, 1994, before me appeared KAREN K. ARNOLD and NANCY STROMAN, as ASST. SECRETARY and VICE PRESIDENT, respectively of ROCKY MOUNTAIN BANK, FEDERAL SAVINGS BANK and, upon being duly sworn, did say that the seal affixed to the foregoing Assignment of Mortgage/Deed of Trust is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation pursuant to due authority given and said officers acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal.

JENNIFER L. CLARK - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES OCT. 9, 1996

Jennifer L. Clark
Notary Public

My Commission Expires

Rev. 1[redacted]

245435

WHEN RECORDED MAIL TO:

DIRECTORS MORTGAGE LOAN CORPORATION
P.O. BOX 12012
RIVERSIDE, CA 92502-2212

LOAN NUMBER: 8066656
BRANCH: DEN-C

RECORDED Feb. 28, 1994 10:00 AM
IN BOOK 59 mtg. PAGE 150
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

[Space Above This Line For Recording Data]

State of Wyoming

MORTGAGE

FHA Case No.
591:0731512-703

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 23 , 1994 .
The Mortgagor is
JOHN S. PARRA AND ELVIRA A. PARRA, HUSBAND AND WIFE.

("Borrower"). This Security Instrument is given to

COLORADO FIRST MORTGAGE, INC.,
A COLORADO CORPORATION

which is organized and existing under the laws of COLORADO , and whose address is 1660 SOUTH ALBION STREET #807, DENVER, CO 80222 ("Lender"). Borrower owes Lender the principal sum of

FIFTY FOUR THOUSAND SEVEN HUNDRED FIFTY FOUR AND NO/100

Dollars (U.S. $ 54,754.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MARCH 01, 2024 . 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 6 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 the Lender with power of sale, the following described property located in SUBLETTE County, Wyoming:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

which has the address of 235 NORTH MICKELSON STREET [Street]
BIG PINEY [City] WYOMING [State] 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 seized 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.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

Asn. BK Lease 0215 pg 341e 10/22/96 Rlsd. BK 18 pg 381 3/10/97

150 Assigned BK 59 Mtg pg. 150

2. Monthly Payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by Paragraph 4.

Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become delinquent.

If at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. In any year in which the Lender must pay a mortgage insurance premium to the Secretary (or any year in which such premium would have been required if the Lender still held the Security Instrument), each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary, or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note;

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in

default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other 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, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the Note rate, and at the option of Lender shall be immediately due and payable.

7. 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 place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment defaults to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the Note secured thereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option and notwithstanding anything in Paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted

reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of 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 successor 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.

12. 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 9.b. 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.

13. 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 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.

14. 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.

15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

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

17. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender 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 17, 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 applicatable law. Lender shall give notice of the sale to Borrower in the manner provided in paragraph 13. 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 attorney's fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

18. 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.

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

[redacted] [redacted] [redacted]

20. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants 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)] .

☐ Condominium Rider	☐ Adjustable Rate Rider	☐ Growing Equity Rider
☐ Planned Unit Development Rider	☐ Graduated Payment Rider	☒ Other [Specify] LEGAL DESCRIPTION

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

Witnesses:

_____ _____

John S. Parra (Seal)
JOHN S. PARRA -Borrower

Elvira A. Parra (Seal)
ELVIRA A. PARRA -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

(Sign Original Only)

STATE OF WYOMING, Sublette **County ss:**

The foregoing instrument was acknowledged before me this 2-23-94
(date)

by JOHN S. PARRA, ELVIRA A. PARRA
(person acknowledging)

EDWIN R. ADAMS - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires 7-28-96

My Commission Expires:

Edwin R. Adams
Notary Public

Lots 9, 10, Block 19 of the C.P. MacGlashan's First Addition to the Town of Big Piney, Sublette County, Wyoming

AND

A tract of land embracing a portion of Piney Drive as set out on the original Plat of the C.P. MacGlashan's First Addition to the Town of Big Piney, Sublette County, Wyoming more particularly described as follows:

Beginning at the Northeast corner of Lot 10, Block 19, C.P. MacGlashan's First Addition to the Town of Big Piney and proceeding North 40.7 feet to the North line of Piney Drive; thence proceed West 100 feet along the north line of said Piney Drive; thence proceed South 40.7 feet to a point on the south line of Piney Drive and is the Northwest corner of Lot 9, Block 19; thence proceed East 100 feet to the point of beginning.

245435

[redacted] ORDING REQUESTED BY
AND WHEN RECORDED MAIL TO :

NAME
ADDRESS
CITY & STATE

DIRECTORS MORTGAGE LOAN CORPORATION
P.O. BOX 12012
RIVERSIDE, CA 92502-2212

Loan Number: 8066656
Branch: DEN-C
Title Order No: 11716-T
Escrow No: 11716-T

[redacted] [redacted]

RECORDED Feb. 28, 1994 10:00AM
IN BOOK 59 Mtg. PAGE 156
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Assignment of Deed of Trust or Mortgage

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to

DIRECTORS MORTGAGE LOAN CORPORATION, A CALIFORNIA CORPORATION

all beneficial interest under that certain Deed of Trust/Mortgage dated FEBRUARY 23, 1994 executed by
JOHN S. PARRA AND ELVIRA A. PARRA, HUSBAND AND WIFE.

, Trustor/Grantor/Mortgagor,

to COLORADO FIRST MORTGAGE, INC.
A COLORADO CORPORATION , Lender,

Concurrently herewith
and recorded as Instrument No. 245435 on Feb. 28, 1994 in book 59 Mtg , page 160 , of Official Records in the County Recorder's office of SUBLETTE County, WYOMING , describing land therein as:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust/Mortgage.

COLORADO FIRST MORTGAGE, INC.
A COLORADO CORPORATION

Howard J. Baker
Asst Secy (Title)

STATE OF WYOMING,
SUBLETTE County ss:

The foregoing instrument was acknowledged before me this 2-23-94 (date) by
HOWARD J. BAKER, ASST. SEC'Y.

My Commission Expires:

EDWIN R. ADAMS - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires 7-28-96

Edwin R. Adams
Notary Public

Corporate Assignment Wyoming (CORR) D-6009 (8/93)

Lots 9, 10, Block 19 of the C.P. MacGlashan's First Addition to the Town of Big Piney, Sublette County, Wyoming

AND

A tract of land embracing a portion of Piney Drive as set out on the original Plat of the C.P. MacGlashan's First Addition to the Town of Big Piney, Sublette County, Wyoming more particularly described as follows:

Beginning at the Northeast corner of Lot 10, Block 19, C.P. MacGlashan's First Addition to the Town of Big Piney and proceeding North 40.7 feet to the North line of Piney Drive; thence proceed West 100 feet along the north line of said Piney Drive; thence proceed South 40.7 feet to a point on the south line of Piney Drive and is the Northwest corner of Lot 9, Block 19; thence proceed East 100 feet to the point of beginning.

INGERSOLL, O.C.

245437

RECORDED Feb. 28, 1994 10:05AM
IN BOOK 59 mtg PAGE 158
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

FHA MORTGAGE

FHA Case No.
591-0730257-703

State of Wyoming

THIS MORTGAGE ("Security Instrument") is given on February 22, 1994
The Mortgagor is
Oakley Carl Ingersoll, Jr., A Single Man
whose address is 18 Looney Lane, Pinedale, WY 82941
("Borrower"). This Security Instrument is given to
Wallick and Volk, Inc.
which is organized and existing under the laws of The State of Wyoming , and whose address is 222 E. 18th Street, Cheyenne, WY 82001
("Lender"). Borrower owes Lender the principal sum of
Fifty Thousand Five Hundred Eighty Five Dollars and no/100
Dollars (U.S. $ 50,585.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on March 1, 2009 . 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 6 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 the power of sale, the following described property located in Sublette County, Wyoming.

Township 33 North, Range 109 West of the 6th P.M., Sublette County, Wyoming

Section 11: S1/2S1/2SE1/4NE1/4

which is the address of 18 Looney Lane, Pinedale
[Street] [City]
Wyoming 82941 ("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.

Rlsd. Bk 22 Rel. pg. 729 7-21-03 158

INGERSOLL, O.C.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by Paragraph 4.

Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become delinquent.

If at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. In any year in which the Lender must pay a mortgage insurance premium to the Secretary, each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary; or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by lender as follows:
First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;
Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance primiums, as required;
Third, to interest due under the Note;
Fourth, to amortization of the principal of the Note;
Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lenders of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the property if the property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other 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, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

7. 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 place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly

Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the note secured thereby not be eligible for insurance under the National Housing Act within 180 days from the date hereof, Lender may, at its option and notwithstanding anything in Paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 180 days from the date hereof, declining to insure this Security Instrument and the note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of 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 successor 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.

12. 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 9.b. 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 accomodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. 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 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.

14. 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.

15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

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

17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender 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 17, including, but not limited to, reasonable attorneys' fees and costs of the 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 13. Lender shall publish 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.

18. 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.

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

Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants 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 in a part of this Security Instrument. [Check applicable box(es)].

☐ Condominium Rider ☐ Graduated Payment Rider ☐ Growing Equity Rider

☐ Planned Unit Development Rider ☐ Other [Specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in pages 1 through 4 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

_____ _____ (Seal)
Oakley Carl Ingersoll, Jr. Borrower

_____ _____ (Seal)
Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

STATE OF WYOMING, County ss: Sublette

The foregoing instrument was acknowledged before me this Twenty Second Day of , 1994 by
(date)
Oakley Carl Ingersoll, Jr., A Single Man
(person acknowledging)

My Commission expires: 8-19-97

_____ Notary Public

SYLVIA ELY
County of
Sublette
My Commission Expires: 8-19-97
Notary Public
State of
Wyoming

9005102[redacted]

[redacted] 245442 [redacted]

WHEN RECORDED MAIL TO:
KEYCORP MORTGAGE INC.
18TH STREET & CAREY AVENUE
P.O. BOX 567
CHEYENNE, WYOMING 82003

RECORDED Feb. 28, 1994 10:20AM
IN BOOK 59 Mtg. PAGE 1102
FEES $ 18.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

(Space Above This Line For Recording Data)

MORTGAGE

THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR IT'S AUTHORIZED AGENT.

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY EIGHTEENTH, 19 94. The mortgagor is PAUL ALAN ROCK AKA PAUL A. ROCK AND KAREN K. ROCK AKA KAREN K. SIMONDS ROCK, HUSBAND AND ("Borrower"). This Security Instrument is given to KEYCORP MORTGAGE INC., which is organized and existing under the laws of THE STATE OF MARYLAND, and whose address is 205 PARK CLUB LANE BUFFALO, NEW YORK 14231-9000 ("Lender"). Borrower owes Lender the principal sum of THIRTY-THREE THOUSAND THREE HUNDRED SEVENTY-FOUR AND NO/100 Dollars (U.S. $ 33,374.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MARCH 1ST, 2004. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in SUBLETTE County, Wyoming:

A TRACT OF LAND BEGINNING AT THE NORTHEAST CORNER OF LOT 8, COTTAGE ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING; THENCE, WEST 100 FEET; THENCE, SOUTH 35 FEET; THENCE EAST 100 FEET; THENCE NORTH 35 FEET TO THE POINT OF BEGINNING, BEING ALSO DESCRIBED AS NORTH 35' OF LOT 8 OF THE COTTAGE ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

which has the address of 36 NORTH LAKE 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, appurtenances, and 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.

PDR Initials KK&E

Rlsd. BK 19 Rel. pg 486 5/21/99 1602

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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under 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 Lender's opinion operate to prevent the enforcement of the lien; 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 or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgement could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture 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 attorney's 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower

shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. 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.

12. 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.

13. 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.

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

Initials: PAR KKLE

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 judgement enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 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 21, 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.

22. 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.

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

24. 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
- ☐ 1—4 Family Rider
- ☐ Graduated Payment Rider
- ☐ Planned Unit Development Rider
- ☐ Biweekly Payment Rider
- ☐ Balloon Rider
- ☐ Rate Improvement Rider
- ☐ Second Home Rider
- ☒ Other(s) [specify] VA ASSUMPTION POLICY RIDER

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

Witnesses:

.....

Paul Alan Rock (Seal)
PAUL ALAN ROCK -Borrower

.....

Karen K. Simonds Rock (Seal)
KAREN K. SIMONDS, ROCK -Borrower

..... (Seal)
-Borrower

..... (Seal)
-Borrower

[Space Below This Line For Acknowledgment]

STATE OF WYOMING, **County ss:** SUBLETTE

On this 18 day of FEBRUARY 1994 before me, the subscriber, personally appeared PAUL ALAN ROCK AKA PAUL A. ROCK AND KAREN K. ROCK AKA KAREN K. SIMONDS ROCK, HUSBAND AND WIFE

to me personally known and known to me to be the same person described in and who executed the within instrument, and acknowledged to me that THEY executed the same.

APE
NOTARY PUBLIC
Sublette County, WY
My Commission expires
11-4-96

My Commission Expires: Nov. 4, 1996

Leslie L Sanders
Notary Public

VA ASSUMPTION POLICY RIDER

NOTICE:THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

THIS ASSUMPTION POLICY RIDER is made this 18TH day of FEBRUARY , 19 94 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt ("Instrument") of the same date herewith, given by the undersigned ("Mortgagor") to secure the Mortgagor's Note ("Note") of the same date to

KEYCORP MORTGAGE INC.

its successors and assigns

("Mortgagee") and covering the property described in the Instrument and located at:

36 NORTH LAKE AVENUE; PINEDALE, WY 82941

[Property Address]

Notwithstanding anything to the contrary set forth in the Instrument, Mortgagee and Mortgagor hereby acknowledges and agrees to the following:

GUARANTY: Should the Department of Veterans Affairs fail or refuse to issue its guaranty in full amount within 60 days from the date that this loan would normally become eligible for such guaranty committed upon by the Department of Veterans Affairs under the provisions of Title 38 of the U.S. Code "Veterans Benefits", the Mortgagee may declare the indebtedness hereby secured at once due and payable and may foreclose immediately or may exercise any other rights hereunder or take any other proper action as by law provided.

TRANSFER OF THE PROPERTY: If all or any part of the Property or any interest in it is sold or transferred, this loan shall be immediately due and payable upon transfer ("assumption") of the property securing such loan to any transferee ("assumer"), unless the acceptability of the assumption and transfer of this loan is established by the Department of Veterans Affairs or its authorized agent pursuant to section 1817A of Chapter 37, Title 38, United States Code.

An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:

(a) ASSUMPTION FUNDING FEE: A fee equal to one-half of 1 percent (.50%) of the unpaid principal balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the mortgagee or its authorized agent, as trustee for the Secretary of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the mortgagee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 1829 (b).

(b) ASSUMPTION PROCESSING CHARGE: Upon application for approval to allow assumption and transfer of this loan, a processing fee may be charged by the mortgagee or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which section 1817A of Chapter 37, Title 38, United States Code applies.

(c) ASSUMPTION INDEMNITY LIABILITY: If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan, including the obligation of the veteran to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

IN WITNESS WHEREOF, Mortgagor(s) has executed this Assumption Policy Rider.

Paul Alan Rock (Seal)
PAUL ALAN ROCK
Mortgagor

Karen K. Simonds Rock (Seal)
KAREN K. SIMONDS,ROCK
Mortgagor

(Seal)
Mortgagor

(Seal)
Mortgagor

167 Rlsd. Bk 19 Rel. pg. 671 5/13/99

245459

RECORDED March 1 1994 10:20AM
IN BOOK 59 mtg PAGE 169
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 22, 1994 . The mortgagor is MARK FRANCIS KALAL AND PATRICIA DIANNE KALAL, HUSBAND AND WIFE
("Borrower"). This Security Instrument is given to ROCK SPRINGS NATIONAL BANK , which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose address is 333 BROADWAY PO BOX 880 ROCK SPRINGS, WY 82902-0880 ("Lender"). Borrower owes Lender the principal sum of FIFTY THREE THOUSAND FIVE HUNDRED AND NO/100********** Dollars (U.S. $ 53,500.00). 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 FEBRUARY 28, 2009 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in SUBLETTE County, Wyoming:

LOT 1 OF THE SHELTER PARK SECOND SUBDIVISION, SUBLETTE COUNTY, WYOMING.

which has the address of 164 E. LAKE ST. [Street] , PINEDALE [City] ,
Wyoming 82941 [Zip Code] ("Property Address");

[redacted] [redacted] [redacted]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under 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 (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.

BANKERS SYSTEMS, INC., ST. CLOUD, MN 56302 (1-800-397-2341) FORM MD-1-WY 2/8/91

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5. Hazard or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage

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insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. 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.

12. 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.

13. 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.

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.

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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 as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 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 21, 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

BANKERS SYSTEMS, INC., ST. CLOUD, MN 56302 (1-800-397-2341) FORM MD-1-WY 2/8/91

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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.

22. 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.

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

24. 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
- ☐ Graduated Payment Rider
- ☐ Balloon Rider
- ☐ Other(s) [specify]
- ☐ Condominium Rider
- ☐ Planned Unit Development Rider
- ☐ Rate Improvement Rider
- ☐ 1-4 Family Rider
- ☐ Biweekly Payment Rider
- ☐ Second Home Rider

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

X Mark Francis Kalal (Seal)
MARK FRANCIS KALAL -Borrower

Social Security Number ....521-88-9176.....

X Patricia Dianne Kalal (Seal)
PATRICIA DIANNE KALAL -Borrower

Social Security Number ....540-72-3743.....

[Space Below This Line For Acknowledgment]

STATE OF WYOMING, ...SWEETWATER..... County ss:

The foregoing instrument was acknowledged before me this ....February 22, 1994.....
(date)

by ...MARK FRANCIS KALAL AND PATRICIA DIANNE KALAL, HUSBAND AND WIFE.....
(person acknowleaging)

My commission expires: 10-2-95

REBECCA L. MORRISON - NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
THIS COMMISSION EXPIRES OCTOBER 2, 1995

X Rebecca L. Morrison
REBECCA L. MORRISON Notary Public

VA Form 26-6348b
OCT 1970
Acceptable to Federal National
Mortgage Association
Amended February, 1988

R/sd BK 26 Pg 34
4-21-06

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Sub Of Homestead
Assignment BK 59 Mtg Pg 176

Assignment BK 59 Mtg Pg 301

MASTER FORM MORTGAGE

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE VETERANS ADMINISTRATION OR ITS AUTHORIZED AGENT.

THE ATTACHED RIDER IS MADE A PART OF THIS INSTRUMENT.

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

KNOW ALL MEN BY THESE PRESENTS, That on this 1st day of March, 1994,

Robert L. Ellis, A Married Man who,

whether one person or more, are herein called MORTGAGOR whose address is 82 County Road 23-199, Pinedale, WY 82941 hereby MORTGAGES to MORTGAGEE, namely:

Wallick and Volk, Inc.

whose address is 222 E. 18th Street, Cheyenne, WY 82001

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

Lot 2 of the Favazzo Subdivision, Sublette County, Wyoming

245461

RECORDED March 1, 1994 10:25AM
IN BOOK 59 Mtg. PAGE 175
FEES $10.00
SUBLETTE COUNTY, PINEDALE WYOMING
COUNTY CLERK
By Cathy Saxton

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 witht he rents, issues, and profits thereof, SUBJECT HOWEVER, to the right, power and authority conferred upon MORTGAGEE, pursuant to paragraph 12 of the provisions incorporated herein by reference, to collect and apply such rents, issues and profits; hereby RELEASING and WAIVING any and all right under and by virtue of the HOMESTEAD EXEMPTION LAWS of this State and MORTGAGOR covenants and agrees that MORTGAGOR is lawfully seized of said premises (or have such other estate as is stated herein), that they are free from all encumbrances, except as herein otherwise recited, and hereby covenants to WARRANT AND DEFEND the title aforesaid of said premises against the lawful claims of all persons whomsoever; FOR THE PURPOSE OF SECURING PERFORMANCE OF EACH AGREEMENT of Mortgagor adopted and included by reference or herein contained and to secure the payment of the principal sum of

Ninety Eight Thousand Three Hundred Fifty Dollars and no/100 DOLLARS

($ 98,350.00) with interest at the rate of Seven and One / Half per centum (7.500 %) per annum as evidenced by a promissory note of even date herewith to the order of MORTGAGEE, said principal sum and interest being payable

Six Hundred Eighty Seven Dollars and 68/100 DOLLARS

($ 687.68), commencing on the First day of April, 1994, and continuing on the First 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 First day of March 2024. 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 intergral 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:

ELLIS, R.L.
253088

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.

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

Robert L. Ellis
Mortgagor

Mortgagor

Mortgagor

Mortgagor

STATE OF WYOMING)
) SS
COUNTY OF Sublette)

On this 1st day of March, 1994, before me personally appeared

Robert L. Ellis, A Married Man

, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

Notary Public

My commission expires on the 19th day of August 97

SYLVIA ELY
County of
Sublette
My Commission Expires:

Notary Public
State of
Wyoming
8-12-97

176

ELLIS R.L.
253088

177

VA LOAN NO.	LENDERS LOAN NO.
LH 646 550 W	Y 253088

VA HOME LOAN ASSUMPTION RIDER TO DEED OF TRUST / MORTGAGE

This VA Loan Assumption Rider is made this 1st day of March, 1994 and amends the provisions of the Deed of Trust/Mortgage, (the "Security Instrument") of the same date, by and between

Robert L. Ellis, A Married Man

, the Trustors/Mortgagors, and

Wallick and Volk, Inc. The Beneficiary/Mortgagee, as follows:

Adds the following provisions:

THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE VETERANS ADMINISTRATION OR ITS AUTHORIZED AGENT.

This loan is immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of loan is established pursuant to section 1817A of chapter 37, title 38, United States Code.

A. Funding Fee. A fee equal to one-half of 1 percent of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Administrator of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729 (b).

B. Processing Charge. Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Veterans' Administration for a loan to which section 1817A of Chapter 37, title 38, United States Code applies.

C. Indemnity Liability. "If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan, including the obligation of the veteran to indemnify the Veterans' Administration to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument."

IN WITNESS WHEREOF, Trustor/Mortgagor has executed this VA Loan Assumption Rider.

Signature of Trustor(s)/Mortgagor(s)

Robert L. Ellis

Robert L. Ellis

82 County Road 23-199, Pinedale, WY 82941

"The title 'Secretary of Veterans Affairs' shall be substituted for that of 'Administrator of Veterans Affairs' each time it appears in this document pursuant to the provisions of Section 2, Pub. L. No. 100-527, the Department of Veterans Affairs Act."

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

I, the undersigned Imilina Ellis,

being the spouse of Robert L. Ellis,

for and in consideration of ten dollars and other good and valuable consideration hereby release, waive and subordinate any interest I have or may acquire by virtue of the homestead exemption laws of the State of Wyoming to that certain Mortgage dated March 1, 1994, in favor of Wallick & Volk, Inc., recorded March 1st, 1994 in Book 59 of Mtg., page 175 of the records of Sublette County, Wyoming pertaining to the following described property:

Lot 2 Favazzo Subdivision, Sublette County, Wyoming

245462

RECORDED March 1 19 94 10:25 AM
IN BOOK 59 Mtg. PAGE 178
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

I agree that any interest I may have shall be subordinate and inferior to any current or future advances made by the lender under said Mortgage.

Dated this 18th day of February 19 94

Imilina Ellis

Imilina Ellis

STATE OF Wyoming)
)ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by Imilina Ellis

this 18th day of February 19 94

Witness my hand and official seal

My Commission expires 8-19-97

NOTARY PUBLIC

SYLVIA ELY
County of
Sublette
Commission Expires: 8-19-97
Notary Public
State of
Wyoming

TOTAL P.02

'79 Rlsd BK 19 Rec. pg. 467 1/19/99

MORTGAGE

THIS MORTGAGE is made this .23rd. day of .February, 19 94, between the Mortgagor, Donald J. Nordwall and Phyllis J. Nordwall, Husband and wife (herein "Borrower"), and the Mortgagee, Rocky Mountain Bank F.S.B., a corporation organized and existing under the laws of the United States of America, whose address is 1510 Dewar Drive Rock Springs, WY 82901 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the Principal sum of U.S. $ 12,231.36, which indebtedness is evidenced by Borrower's note dated February 23, 1994 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on February 25, 1999;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the County of Sublette, State of Wyoming:

Lots 1, 2 Block 4 of the Jones Addition to the Town of Pinedale, Sublette County, Wyoming.

245463

RECORDED March 1, 1994 10:35 AM
IN BOOK 59 Mtg. PAGE 179
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sacton

which has the address of 748 W. Wilson [Street] Pinedale [City]
Wyoming 82941 [Zip Code] (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

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

[redacted] [redacted] [redacted]

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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

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

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

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

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

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

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

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

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

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations 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 Property.

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

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

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

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. 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 Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

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 Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall give notice of intent to foreclose to Borrower and to the person in possession of the Property, if different, in accordance with applicable law. Lender shall mail a copy of a notice of the sale to Borrower in the manner provided in paragraph 12 hereof. Lender shall publish the notice of sale and the Property shall be sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorneys' fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Mortgage or (ii) entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

[redacted] [redacted] [redacted]

19. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

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

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

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Donald J. Nordwall
Donald J. Nordwall —Borrower

Phyllis J. Nordwall
Phyllis J. Nordwall —Borrower

STATE OF WYOMING, Sublette County ss:

The foregoing instrument was acknowledged before me this 23rd day of February 1994
[date]
by Donald J. Nordwall and Phyllis J. Nordwall, husband and wife.
[person acknowledging]

WITNESS my hand and official seal.

My Commission expires:

PATRICIA A. BECKER - NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES JANUARY 10, 1998

Patricia A. Becker
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

1347730

183

Rlsd. Bk 20 Rel. Pg. 587 11/20/00

245483

WHEN RECORDED MAIL TO:
KEYCORP MORTGAGE INC.
18TH STREET & CAREY AVENUE
P.O. BOX 567
CHEYENNE, WYOMING 82003

RECORDED March 3, 1994 11:10 AM
IN BOOK 59 mtg. PAGE 183
FEES $ 18.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Jaxton

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY TWENTY-SECOND, 19 94. The mortgagor is DAVID H. MARTIN AND CHARLOTTE W. MARTIN, HUSBAND AND WIFE ("Borrower"). This Security Instrument is given to KEYCORP MORTGAGE INC., which is organized and existing under the laws of THE STATE OF MARYLAND, and whose address is 205 PARK CLUB LANE BUFFALO, NEW YORK 14231-9000 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED TEN THOUSAND FOUR HUNDRED AND NO/100 Dollars (U.S. $ 110,400.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MARCH 1ST, 2009. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in SUBLETTE County, Wyoming:

LOT 3 OF THE BUFFALO HEAD SPRINGS ESTATES, SUBLETTE COUNTY, WYOMING

which has the address of 3 BUFFALO HEAD LANE [Street], CORA [City],
Wyoming 82925 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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.

Initials: DHM CWM

[redacted] [redacted] [redacted]

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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under 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 Lender's opinion operate to prevent the enforcement of the lien; 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 or Property 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, including floods or flooding, 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

Initials: [illegible]

which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgement could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture 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 attorney's 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower

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shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. 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.

12. 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.

13. 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.

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

other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, 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

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 judgement enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 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

Initials: [redacted]

other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the r[redacted] provided in this paragraph 21, inclu[redacted] ut not limited to, reasonable attorne[redacted] and costs of title evidence.

other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, 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.

22. 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.

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

24. 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
- ☐ 1—4 Family Rider
- ☐ Graduated Payment Rider
- ☒ Planned Unit Development Rider
- ☐ Biweekly Payment Rider
- ☐ Balloon Rider
- ☐ Rate Improvement Rider
- ☐ Second Home 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.

Witnesses:

.....

.....

.....

.....

David H. Martin (Seal)
DAVID H. MARTIN -Borrower

Charlotte W. Martin (Seal)
CHARLOTTE W. MARTIN -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Space Below This Line For Acknowledgment]

STATE OF WYOMING, **County ss:** SUBLETTE

On this 22 day of FEBRUARY 1994, before me, the subscriber, personally appeared DAVID H. MARTIN AND CHARLOTTE W. MARTIN, HUSBAND AND WIFE

to me personally known and known to me to be the same person described in and who executed the within instrument, and acknowledged to me that THEY executed the same.

ARE

NOTARY PUBLIC
Sublette County, WY
My Commission expires
12-96

My Commission Expires: March 4, 1996

Leila L. Sanders
Notary Public

183

1347730

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 22ND day of FEBRUARY , 19 94 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to

KEYCORP MORTGAGE INC. (the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

3 BUFFALO HEAD LANE , CORA, WY 82925

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND EASEMENTS FOR

(the "Declaration"). The Property is a part of a planned unit development known as

BUFFALO HEAD SPRINGS ESTATES

[Name of Planned Unit Development]

(the "**PUD**"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the **PUD**(the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the **PUD's** Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the **PUD**, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the **PUD**, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the **PUD**, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay **PUD** dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this **PUD** Rider.

David H. Martin (Seal)
DAVID H. MARTIN -Borrower

Charlotte W. Martin (Seal)
CHARLOTTE W. MARTIN -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That **DAVID A. REED AND WINIFRED J. REED, HUSBAND AND WIFE** herein designated as Mortgagor, of **PINEDALE**, County of **SUBLETTE**, State of **WYOMING**, to secure the payment of the principal sum of **SIX THOUSAND TWO HUNDRED NINETY-TWO DOLLARS AND 00/100** Dollars **($6,292.00)**, with interest as evidenced by a promissory note dated **FEBRUARY 24, 1994** herewith to the order of

ROCKY MOUNTAIN BANK, FEDERAL SAVINGS BANK
2020 CAREY AVENUE
P.O. BOX 1167
CHEYENNE, WY 82003

hereinafter designated Mortgagee, principal and interest payable as follows:

THE ENTIRE UNPAID BALANCE OF PRINCIPAL AND INTEREST IS DUE IN FULL ON OR PRIOR TO MATURITY DATE OF MARCH 31, 1994

hereby mortgages to said Mortgagee, the following-described real estate,

situated in **SUBLETTE** County, State of Wyoming, to wit:

LOT 4, BLOCK 2, K&M ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING

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

The Mortgagor hereby 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 person whomsoever.

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

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

2. That the Mortgagor will pay all ground rents, taxes, assessments, water rents and other governmental or municipal charges, or other lawful charges and will promptly deliver the official receipts therefor to the said Mortgagee. In default thereof the Mortgagee may pay the same.

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

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

5. That in case the Mortgagor defaults in the payment of ground rents, if any, taxes, assessments,

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By Cathy Sarton

RECORDED March 3, 1994
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SUBLETTE COUNTY, PINEDALE WYOMI

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

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

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

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

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

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

9. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein

[redacted] [redacted] [redacted]

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

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

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

And the said **WINIFRED J. REED** wife of the said **DAVID A. REED** upon the consideration aforesaid, does hereby release and forever quit-claim unto the Mortgagee all her rites of homestead in and to the above granted premises.

IN WITNESS WHEREOF, the Mortgagor(s) haVE hereunto set THEIR hand(s) this 24th day of FEBRUARY, 1994.

In the presence of-

DAVID A. REED

WINIFRED J. REED

THE STATE OF WYOMING,)
)ss.
County of SUBLETTE)

On this 24th day of FEBRUARY, 1994, before me personally appeared **DAVID A. REED AND WINIFRED J. REED, HUSBAND AND WIFE** to me known to be the person described in and who executed the foregoing instrument, and acknowledged that THEY executed the same as THEIR free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and NOTARY seal this 24th day of FEBRUARY, A.D. 1994.

My Commission expires

Notary Public.

193 Rlsd. BK 18 pg 142 7/16/96

J[illegible]N HOLE IDITAROD SLED DOG TOURS, [illegible]., A WY. CORP. P. O. BOX 1940 JACKSON, WY 83001	THE BANK OF JACKSON HOLE 990 W. BROADWAY JACKSON, WY 83001
MORTGAGOR "I" includes each mortgagor above.	**MORTGAGEE** "You" means the mortgagee, its successors and assigns.

REAL ESTATE MORTGAGE: For value received, I, JACKSON HOLE IDITAROD SLED DOG TOURS, INC., A WYOMING CORPORATION, mortgage, grant and convey to you, with power of sale, on FEBRUARY 23, 1994, 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: PT OF AMENDED GRANITE PLACER, (Street), Wyoming (City) (Zip Code)

LEGAL DESCRIPTION:

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF.

245530

RECORDED March 9 1994 9:50 AM
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FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

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):
PROMISSORY NOTE DATED FEBRUARY 23, 1994 IN THE AMOUNT OF $41,031.00.

The above obligation is due and payable on FEBRUARY 23, 1999 if not paid earlier.
The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of FORTY ONE THOUSAND THIRTY ONE AND NO/100* * * Dollars ($ 41,031.00), 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 pages 1 and 2 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.

JACKSON HOLE IDITAROD SLED DOG TOURS, INC., A WY. CORP.

BY: MICHAEL J. FOX, VICE PRESIDENT

BY: Margaret D. Fox
MARGARET D. FOX, SECRETARY

ACKNOWLEDGMENT: STATE OF WYOMING, County of TETON) ss:

Individual or Corporation with Seal

The foregoing instrument was acknowledged before me by MICHAEL J. FOX, V.P. AND MARGARET D. FOX, SEC., OFFICERS OF JACKSON HOLE IDITAROD SLED DOG TOURS, INC. this 23 day of February 1994.

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
COUNTY OF TETON STATE OF WYOMING
My Commission Expires August 28, 1996

Angela M Douglas
(Notary Public)

My commission [redacted] 8-28-96 [redacted] WYOMING

1. Payments. I [redacted] to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit [redacted] plied first to any amounts I owe you on the [redacted] debt exclusive of interest or principal, seco[redacted]erest and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any subseque[redacted]duled 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 Interest. 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 recieve from a 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 it 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 the 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 page 1 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 tranferred 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. Pursuant to law, when I have paid the secured debt in full, all underlying agreements have been terminated, and I have mailed to you a written request for the release, you will release this mortgage without charge to me within 30 days of your receipt of my request for the release. 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.

BANKERS SYSTEMS, INC., ST. CLOUD, MN 56301 (1-800-387-2341) FORM OCP-MTG-WY 7/3/91

_____ _____

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EXHIBIT "A"

Amended Granite Placer Claim Survey No. 553

To wit:--

That part of the Amended Granite Placer Claim Survey No. 553 in unsurveyed Section 4, T38N, R114W, Sublette County, Wyoming, it being the intent to more correctly describe that tract of land of record in the Office of the Clerk of Sublette County in Book 23 of Deeds on page 575, described as follows:

BEGINNING at Corner No. 1G of said Survey;

thence N89°-42.0'W, the BASIS OF BEARING for this survey, 216.35 feet along the north line of said Survey to a r/w marker on the 120' rt. (easterly) right-of-way line of State Highway No. 189-191;

thence S32°-13.1'E, 700.31 feet along said right-of-way line to a point;

thence N86°-10.9'E, 222.82 feet to a point on the easterly line of said Survey;

thence N33°-20.7'W, 690.12 feet along said easterly line to the CORNER OF BEGINNING;

ENCOMPASSING an area of 3.00 acres, more or less;

each "Corner" marked as described in the Certified Land Corner Recordation Certificate on file in said Office;

each "point" marked by a 5/8" x 24" steel reinforcing rod with an aluminum cap inscribed: "SURVEYOR SCHERBEL, LTD BIG PINEY WY PLS 3889" and other appropriate details set this survey;

each "r/w marker" marked by a concrete post with a 3" brass tablet inscribed: "U.S. BUREAU OF PUBLIC ROADS" and other appropriate details found this survey;

all in accordance with the plat prepared to be filed in the said Office titled: "PLAT OF ALTA/ACSM LAND TITLE SURVEY OF THE AMENDED GRANITE PLACER CLAIM SURVEY NO. 553 A TRACT IN IN UNSURVEYED SECTION 4, T38N, R114W, SUBLETTE COUNTY, WYOMING.

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

JOHNNIE LEE and **JEANNE LEE**, husband and wife, mortgagors, of P.O. Box 1610, Pinedale, WY 82941, to secure the payment of Forty-Four Thousand Six Hundred Eighty-Seven and 50/100 ($44,687.50) Dollars, payable in 180 equal monthly payments of $480.21 each, which include interest at the rate of 10% per annum from March 7, 1994; first said monthly payment is due on or before April 7, 1994 and on the 7th day of each month thereafter until paid in full as evidenced by one Promissory Note of even date herewith, do hereby mortgage to the FIRST NATIONAL BANK OF PINEDALE, mortgagee, whose address is P.O. Box 519, Pinedale, WY 82941, the following described real estate, situate in the County of Sublette, in the State of Wyoming, to-wit:

> Lot Two (2), Orcutt Hill Subdivision, Unit II, 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 for Sublette County, Wyoming;
> TOGETHER WITH all improvements and appurtenances thereunto appertaining;
> SUBJECT TO reservations and restrictions contained in the United States patents or of record, to easements and rights-of-way of record or in use and to prior mineral reservations of record.
>
> SUBJECT TO all restrictions and covenants governing Orcutt Hull Subdivision, Unit II, as recorded in the office of the County Clerk, Sublette County, Wyoming;
> NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM.
> NO PROPOSED DOMESTIC WATER SOURCE.

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

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

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RECORDED March 9, 1994 10:50AM
IN BOOK 59 Mtg PAGE 196
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sefton

Rlsd. BK 17 p8. 162 196

hereunder, together with all cost 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 7 day of March, 19 94.

Johnnie Lee
JOHNNIE LEE

Jeanne Lee
JEANNE LEE

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by JOHNNIE LEE and JEANNE LEE, this 7TH day of MARCH, 19 94.

Witness my hand and official seal.

Toni A. Bonnet
NOTARY PUBLIC

My Commission Expires: 2-2-97

TONI A. BONNET
County of
Sublette
My Commission Expires
Notary Public
State of
Wyoming
Feb. 2, 1997

TONI A. BONNET * NOTARY PUBLIC * SUBLETTE COUNTY

ASSIGNMENT OF MORTGAGE DEED AND PROMISSORY NOTE

WHEREAS, on 7/1/92, BLASH, INC. did execute and deliver its Promissory Note in the principal amount of $44,250.00 to BRUCE C. GOOCH and MARY ANN GOOCH, husband and wife;

WHEREAS, to secure said Promissory Note, BLASH, INC. did on 7/1/92 execute and deliver a Mortgage Deed encumbering certain real property located in Sublette County, Wyoming to BRUCE C. GOOCH and MARY ANN GOOCH, husband and wife; and,

WHEREAS, said Mortgage Deed was recorded at Book 55 of Mortgages, Page 374 in the office of the County Clerk, Sublette County, Wyoming; and,

NOW THEREFORE, IN CONSIDERATION OF THE PAYMENT OF THE SUM OF TEN AND NO/100 ($10.00) DOLLARS AND OTHER VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED;

BRUCE C. GOOCH, a single man, does hereby convey and assign unto MARY ANN MOLINE, f/k/a MARY ANN GOOCH, a married woman dealing in her sole and separate property, any and all rights, titles and interests which he holds or owns in the above described Promissory Note and in the Mortgage Deed securing it, which is recorded at Book 55 of Mortgages, Page 374 in the office of the County Clerk, Sublette County, Wyoming, which encumbers the following described real property, to-wit:

> Lot Seven (7), Lake Ridge Subdivision, 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 for Sublette County, Wyoming;
> TOGETHER WITH all improvements and appurtenances thereunto appertaining;
> SUBJECT TO reservations and restrictions contained in the United States patents or of record, to easements and rights-of-way of record or in use and to prior mineral reservations of record.

DATED this 7th day of March, 1994, to be effective as of November 5, 1992.

Bruce C. Gooch
BRUCE C. GOOCH

245546

RECORDED March 9, 1994 11:15AM
IN BOOK 59 Mtg. PAGE 198
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

By Cathy Soulton

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Assignment Of Mortgage Deed And Promissory Note,** was acknowledged before me by BRUCE C. GOOCH, this 7th day of March, 1994.

Witness my hand and official seal.

Susan J. Hanson
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
Dec. 12, 1994

Susan J. Hanson
NOTARY PUBLIC

My Commission Expires: 12/12/94

245551

RECORDED March 9, 1994 11:35AM
IN BOOK 59 Mtg. PAGE 200
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 4, 1994
The mortgagor is WILLIAM J. ULLERY AND ELAINE L. ULLERY, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to

WYOMING EMPLOYEES FEDERAL CREDIT UNION
which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose address is
2223 WARREN AVENUE, CHEYENNE, WY 82001

("Lender"). Borrower owes Lender the principal sum of

NINTY THOUSAND DOLLARS AND 00/100'S * * * *
Dollars (U.S. $ 90,000.00 * * * *). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MARCH 1, 2024 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 12 OF THE ROCKY ROADS SUBDIVISION, SUBLETTE COUNTY, WYOMING

which has the address of 36 STONE TRAIL [Street] PINEDALE [City]
Wyoming 82941 [Zip Code] ("Property Address");

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under 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 (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 or Property 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, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the

[redacted] [redacted] [redacted]

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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. 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.

12. 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.

13. 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.

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

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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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

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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 as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 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 21, 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.

22. 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.

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

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24. 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	☐ 1-4 Family Rider
☐ Graduated Payment Rider	☐ Planned Unit Development Rider	☐ Biweekly Payment Rider
☐ Balloon Rider	☐ Rate Improvement Rider	☐ Second Home Rider
☐ Other(s) [specify]		

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

William J. Ullery (Seal) -Borrower

WILLIAM J. ULLERY
Social Security Number 585-52-3403

Elaine L. Ullery (Seal) -Borrower

ELAINE L. ULLERY
Social Security Number 554-58-4562

(Seal) -Borrower

Social Security Number

(Seal) -Borrower

Social Security Number

STATE OF WYOMING, SUBLETTE County ss:

The foregoing instrument was acknowledged before me this 4TH DAY OF MARCH 1994 (date) by

WILLIAM J. ULLERY AND ELAINE L. ULLERY, HUSBAND AND WIFE

(person acknowledging)

My Commission expires:

EDWIN R. ADAMS
County of Sublette Wyoming
My Commission Expires 7-28-96

Edwin R. Adams
Notary Public

AFTER RECORDING MAIL TO:

MidFirst Bank, State Savings Bank
3232 W. RENO
Oklahoma City, OK 73107

245554

RECORDED March 9, 1994 3:00 PM
IN BOOK 59 mtg. PAGE 206
FEES $ 12.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

LOAN NO. 100025405

[Space Above This Line For Recording Data]

STATE OF WYOMING

FHA MORTGAGE

FHA CASE NO.
591-0730421/703

This Mortgage ("Security Instrument") is given on March 4, 1994 . The Mortgagor is Glenn A. Thomas and Rita G. Thomas

whose address is 219 Rakestraw, Marbleton, WY 83113-0184 ("Borrower"). This Security Instrument is given to MidFirst Bank, State Savings Bank

which is organized and existing under the laws of The State of Oklahoma , and whose address is 3232 W. RENO, Oklahoma City, OK 73107 ("Lender"). Borrower owes Lender the principal sum of Fifty One Thousand Eight Hundred Ninety One Dollars and no/100 Dollars (U.S. $ 51,891.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on April 1, 2009 . 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 6 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, Block 45 of the Townsite of Marbleton, Sublette County, Wyoming.

which has the address of 219 Rakestraw [Street] Marbleton [City]
Wyoming 83113-0184 [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 seized 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.

Rlsd. BK 22 Rel. pg. 270 1-8-03

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by Paragraph 4.

Each monthly installment for items (a), (b) and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b) and (c) before they become delinquent.

If at any time the total of the payments held by Lender for items (a), (b) and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. In any year in which the Lender must pay a mortgage insurance premium to the Secretary, each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary; or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b) and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b) and (c).

3. Application of Payments. All payments under Paragraphs 1 and 2 shall be applied by Lender as follows:

FIRST, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

SECOND, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

THIRD, to interest due under the Note;

FOURTH, to amortization of the principal of the Note;

FIFTH, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lenders of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other 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, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

7. 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 place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to [redacted]nt of principal. Any application of the p[redacted] to the principal shall not extend or post[redacted] due

date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e)Mortgage Not Insured. Borrower agrees that should this Security Instrument and the note secured thereby not be eligible for insurance under the National Housing Act within 60 DAYS from the date hereof, Lender may, at its option and notwithstanding anything in Paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 DAYS from the date hereof, declining to insure this Security Instrument and the note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time of 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 successor 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.

12. 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 9.b. 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.

13. 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 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.

14. 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.

15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

LOAN NO. 100025405

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

17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender 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 17, 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 13. Lender shall publish 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.

18. 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.

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

Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants 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 in a part of this Security Instrument. [Check applicable box(es)].

☐ Condominium Rider ☐ Graduated Payment Rider ☐ Growing Equity Rider

☐ Planned Unit Development Rider ☐ Other [Specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in pages 1 through 4 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

_____

_____

Glenn A. Thomas (Seal) Borrower

Rita G. Thomas (Seal) Borrower

_____ (Seal) Borrower

_____ (Seal) Borrower

STATE OF WYOMING, SUBLETTE County ss:

The foregoing instrument was acknowledged before me this 4th day of March, 1994 (date)

by GLENN A. THOMAS AND RITA G. THOMAS (person acknowledging)

My Commission expires:

EDWIN R. ADAMS - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires 7-28-96

Edwin R. Adams
Notary Public

[redacted] [redacted] [redacted]

Recording request by / Return to:
Peelle Management Corporation (90233)
P.O. Box 1710, Campbell, CA 95009-1710

Send Any Notices to Assignee.

245559

RECORDED March 10, 1994 9:00AM
IN BOOK 59 mtg. PAGE 210
FEES $ 4.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

Assignment of Mortgage

For Good and Valuable Consideration, the sufficiency of which is hereby acknowledged, the undersigned,

KEYCORP MORTGAGE INC., a Maryland corporation
FKA Goldome Realty Credit Corp., successor by merger to Key Mortgage Funding, Inc.
whose address is 205 Park Club Lane, Buffalo, NY 14231 (Assignor)
by these presents does convey, grant, bargain, sell, assign, transfer and set over the described mortgage, together with the certain note(s) described therein with all interest, all liens, and any rights due or to become due thereon to:

SOURCE ONE MORTGAGE SERVICES CORPORATION, a Delaware corporation
27555 Farmington Road, Farmington Hills, MI 48334-3357 (Assignee)
Said mortgage is recorded in the State of WY, County of Sublette
on 03/12/92 as Instrument/series/file: 236449 Book/volume/liber 54 on page 705
Original Mortgagor--: Ronald Lloyd Remmick, Trudy Kay Remmick
Original Mortgagee--: Keycorp Mortgage Inc.

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed as a sealed instrument by its proper officer who was duly authorized by a resolution of its board of directors.

Dated: August 16, 1993
KEYCORP MORTGAGE INC.

By: Catherine M. Gorlewski
Catherine M. Gorlewski
Vice President

State of New York
County of Erie

On August 16, 1993, before me, the undersigned, a Notary Public for said County and State, personally appeared Catherine M. Gorlewski, personally known to me to be the person that executed the foregoing instrument, and acknowledged that she is Vice President of
KEYCORP MORTGAGE INC.,
and that she executed the foregoing instrument and affixed it corporate seal pursuant to a resolution of its board of directors and that such execution was done as the free act and deed of
KEYCORP MORTGAGE INC..

Rhonda Weston
Notary: Rhonda L. Weston
My Commission Expires May 30, 1995

Prepared by: R. S. Stone
Peelle Management Corporation
P.O. Box 1710, Campbell, CA

PMC#: 25224 KMI LN#: 4996721 SOM LN#: 115773521 Investor #: 525340165
STCO: 49-035 WY Sublette
FINAL A.0 KMI.233 90233 12 122193 286 FHL 1563

210

211

Recording request by / Return to:
Peelle Management Corporation (90249)
P.O. Box 1710, Campbell, CA 95009-1710

Send Any Notices to Assignee.

245571

RECORDED March 10, 1994 11:50AM
IN BOOK 59 Mtg. PAGE 211
FEES $ 6.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

Assignment of Mortgage

For Good and Valuable Consideration, the sufficiency of which is hereby acknowledged, the undersigned,

KEYCORP MORTGAGE INC., a Maryland corporation
FKA Goldome Realty Credit Corp.
whose address is 205 Park Club Lane, Buffalo, NY 14231 (Assignor)
by these presents does convey, grant, bargain, sell, assign, transfer and set over the described mortgage, together with the certain note(s) described therein with all interest, all liens, and any rights due or to become due thereon to:

SOURCE ONE MORTGAGE SERVICES CORPORATION, a Delaware corporation
27555 Farmington Road, Farmington Hills, MI 48334-3357 (Assignee)
Said mortgage is recorded in the State of WY, County of Sublette
on 02/05/93 as Instrument/series/file: 240392 Book/volume/liber 56 on page 436
Original Mortgagor--: Paul Wayne Slatter, Nancy A. Slatter
Original Mortgagee--: Keycorp Mortgage Inc.

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed as a sealed instrument by its proper officer who was duly authorized by a resolution of its board of directors.

Dated: August 2, 1993
KEYCORP MORTGAGE INC.

By: _____
Mary E. Schroer
Vice President

State of New York
County of Erie

On August 2, 1993, before me, the undersigned, a Notary Public for said County and State, personally appeared Mary E. Schroer, personally known to me to be the person that executed the foregoing instrument, and acknowledged that she is Vice President of
KEYCORP MORTGAGE INC.,
and that she executed the foregoing instrument and affixed it corporate seal pursuant to a resolution of its board of directors and that such execution was done as the free act and deed of
KEYCORP MORTGAGE INC..

_____
Notary: Shirley A. Richey
My Commission Expires April 30, 1994

Prepared by: R. S. Stone
Peelle Management Corporation
P.O. Box 1710, Campbell, CA
Pool: 00328996CD PMC#: 17808X110593
1st LN#: 4628641 2nd LN#: 115691726 Investor #: 0004628641
STCO: 49-035 WY Sublette
FINAL A.0 KMI.249 90249 1 112493 256 GNM 269

[redacted] [redacted] [redacted]

ASSIGNMENT OF MORTGAGE

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, Patsy B. Ellis, ASSIGNOR, hereby transfers, conveys and assigns to Nancy C. Keener, ASSIGNEE, all of Assignor's right, title and interest in and to the certain real estate mortgage dated October 30, 1990, with David D. Morrison, K. Diane Morrison, Jeffrey L. Hodge, Kathryn B. Hodge, Greggory A. Notestine and Sarah J. Notestine as MORTGAGORS and Patsy B. Ellis as MORTGAGEE.

Said mortgage being recorded November 2, 1990 in MORTGAGE BOOK 53, Page 72 in the Office of the County Clerk of Sublette County, Wyoming and said mortgage having a current pay-off balance of approximately Twenty-four Thousand Six Hundred Eighty and 48/100 Dollars ($24,680.48).

DATED THIS 12 DAY OF ~~JANUARY~~ MARCH, 1993.

Patsy B Ellis

Patsy B. Ellis

STATE OF INDIANA §
§ SS:
COUNTY OF TIPPECANOE §

Before me, the undersigned Notary Public, in and for said County and State, personally appeared PATSY B. ELLIS and acknowledged execution of the foregoing instrument.

WITNESS my hand and notorial seal this 12th day of ~~January~~ March, 1993.

Patti L. Finney
Notary Public
Printed: Patti L. Finney
Residing in Tippecanoe County

My Commission Expires:
4-23-95

245585

RECORDED March 10, 19 94 4:20PM
IN BOOK 59 Mtg. PAGE 212
FEES $ 6.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

This instrument prepared by Jeffery L. Helmerick, Attorney at Law, 200 Ferry Street, Suite J, Lafayette, Indiana, 47902. (317) 423-5306.

913

Assigned Rel Sec mtg pg 217
Asn. Bk 64 pg 223 2/23/96
Asn Bk 72 Mtg pg 662 9-29-98
Rlsd 21 Rel pg 223 9-14-01

245589

RECORDED MARCH 11 19 94 1:30 P M
IN BOOK 69 MORTGAGES PAGE 213
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 7, 1994 . The mortgagor is ROBERT J. BING AND CAROLYN C. BING, HUSBAND AND WIFE
("Borrower"). This Security Instrument is given to LUSK STATE BANK , which is organized and existing under the laws of THE STATE OF WYOMING , and whose address is 415 SOUTH MAIN - P.O. BOX 1400, LUSK, WY 82225 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED TWELVE THOUSAND AND NO/100********** Dollars (U.S. $ 112,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on APRIL 1, 2009 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 24 OF THE HALF MOON MOUNTAIN SUBDIVISION, THIRD FILING, SUBLETTE COUNTY, WYOMING

which has the address of P.O. BOX 350, 60 ANTELOPE TRL. [Street] , PINEDALE [City] ,
Wyoming 82941 [Zip Code] ("Property Address");

[redacted] [redacted] [redacted]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under 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 (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.

BANKERS SYSTEMS, INC., ST. CLOUD, MN 56302 (1-800-397-2341) FORM MD-1-WY 2/8/91

[redacted]

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5. Hazard or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage

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insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. 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.

12. 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.

13. 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.

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.

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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 as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 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 21, 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

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[redacted] [redacted] [redacted]

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.

22. 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.

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

24. 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
- ☐ Graduated Payment Rider
- ☐ Balloon Rider
- ☐ Other(s) [specify]
- ☐ Condominium Rider
- ☐ Planned Unit Development Rider
- ☐ Rate Improvement Rider
- ☐ 1-4 Family Rider
- ☐ Biweekly Payment Rider
- ☐ Second Home Rider

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

X ..... (Seal)
ROBERT J. BING -Borrower

Social Security Number ....520-50-1288.....

X ..... (Seal)
CAROLYN C. BING -Borrower

Social Security Number ....228-74-7857.....

[Space Below This Line For Acknowledgment]

STATE OF WYOMING, ...SUBLETTE..... County ss:

The foregoing instrument was acknowledged before me this .....3-7-94.....
(date)

by ....ROBERT J. BING AND CAROLYN C. BING, HUSBAND AND WIFE.....
(person acknowledging)

My commission expires:

EDWIN R ADAMS - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires 7-28-96

.....Edwin R. Adams.....
Notary Public

316

219

ASSIGNMENT OF MORTGAGE

KNOW THAT: Lusk State Bank A State Bank with its principal place of business in Lusk, Wyoming (hereinafter called the "Assignor"), in consideration of Ten Dollars ($10.00) and paid by First State Bank of Maple Park, a State Bank with its principal office at 1100 S. County Line Rd., Maple Park, IL 60151 (hereinafter called the "Assignee"), hereby sell, assigns, warrants and conveys unto the Assignee that certain Mortgage dated 03/07/94 made by Robert J. Bing & Carolyn C. Bing, Husband & Wife to Assignor in the principal sum of Onehundred Twelve Thousand and no/100 ********** Dollars ($112,000.00) and recorded in the office of the Record of Deeds Sublette County, Wyoming on 3-11-94, as Document No. 245584, on real estate legally described as follows:

Lot 24 of the Half Moon Mountain Subdivision, Third Filing, Sublette County, Wyoming

TOGETHER WITH the note described in said Mortgage and the monies due and grow due thereon with interest, TO HAVE AND TO HOLD the same unto the Assignee and to the successors, legal representatives and assigns of the Assignee forever.

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment the 2nd day of March, 1994.

Lusk State Bank

By: Jay E. Hammond

Title: President & CEO

ATTEST: (SEAL)

By: Sandra Buckley

Title: Secretary

245590

RECORDED March 11 1994 1:30 PM
IN BOOK 59 Mortgages PAGE 219
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

STATE OF WYOMING)
)
COUNTY OF Niobrara) SS

I, Debra L. Harty, a Notary Public in and for the County and State aforesaid, do hereby certify that Jay E. Hammond and Sandra S. Buckley, who are personally known to me to be the same persons whose names are subscribed to the foregoing instruments as such President & CEO and Secretary of said Corporation, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth, and caused the corporate seal to be thereunto attached. Given under my hand and notarial seal this 2nd day of March, 1994.

DEBRA L. HARTY - NOTARY PUBLIC
County of Niobrara State of Wyoming
My Commission Expires July 28, 1997

(SEAL)

Debra L. Harty
Notary Public

My commission Expires: July 28, 1997
This instrument was prepared by: Debra L. Harty

INGERSOLL, [redacted]

Assignment of Mortgage (Corporation)

* * * \

Asn. BK 63 pg. 682 1/22/96 -221
COLTON, J.W.
203778 Asn. BK 75 Mtg. pg. 730 6/7/99

Assigned BK 59 Mtg pg 5

AFTER RECORDING MAIL TO:

6-11-03 Rlsd. BK 92 Rcd. pg. 624

245662
245662

RECORDED March 17 1994 10:25AM
IN BOOK 59 Mtg. PAGE 221
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

LOAN NO. 203778

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on March 11, 1994 The mortgagor is

Joseph W. Colton and Nancy D. Colton, Husband and Wife

("Borrower").

This Security Instrument is given to Wallick and Volk, Inc.

which is organized and existing under the laws of The State of Wyoming , and whose address is 222 E. 18th Street, Cheyenne, WY 82001 ("Lender").
Borrower owes Lender the principal sum of Eighty Five Thousand Four Hundred Fifty Dollars and no/100 Dollars (U.S. $ 85,450.00). 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 April 1, 2024 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in Sublette County, Wyoming:

Lot 11 of the Amended Meadow Canyon Estates, Sublette County, Wyoming

which has the address of 40 First North Road [Street] , Big Piney [City]
Wyoming 82941 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the funds sets a lessor amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or if any Federal Home Loan Bank Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provdes otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under 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 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 (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 or Property 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, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and

an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. Borrower Not Released; Forebearance 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.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the sucessors 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 accomodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. 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.

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.

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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with **paragraph 7**

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 21 the Property is acquired by Lender, Borrower's rights 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default in any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgement could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the convenants 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 forfeiture 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 attorney's 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the periods that Lender requires) provided by

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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 or reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforc[illegible] 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 as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, not allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20,, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 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 21, 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.

22. 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.

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

24. 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
- ☐ Graduated Payment Rider
- ☐ Balloon Rider
- ☐ Other(s) [specify]
- ☐ Condominium Rider
- ☐ Planned Unit Development Rider
- ☐ Rate Improvement Rider
- ☐ 1-4 Family Rider
- ☐ Biweekly Payment Rider
- ☐ Second Home Rider

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

Witnesses:

_____

_____

Joseph W. Colton (Seal) Borrower

Social Security Number 518-62-7424

Nancy D. Colton (Seal) Borrower

Social Security Number 520-64-5499

_____ (Seal) Borrower

Social Security Number _____

_____ (Seal) Borrower

Social Security Number _____

_____ [Space Below This Line For Acknowledgment] _____

STATE OF WYOMING SUBLETTE **County ss:**

The foregoing instrument was acknowledged before me this 11th day of March, 1994 (date)

by Joseph W. Colton and Nancy D. Colton (person acknowledging)

My Commission expires: 8-19-97

Notary Public

SYLVIA ELY
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
8-19-97

Q:26

227 Book 59 pg. 617 3/31/97

245676

Prepared by and after recordation,
return to:
AMERICAN ASSIGNMENT SERVICES
1000 West McNab Road, Suite 107
Pompano Beach, FL 33069

RECORDED March 21, 1994 9:10AM
IN BOOK 59 Mtg. PAGE 227
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

ASSIGNMENT OF MORTGAGE

Inv. No. **7140**
Loan No. **342971**

This **ASSIGNMENT OF MORTGAGE** is made as of the 1st day of February, 1993, by the **Resolution Trust Corporation** as Receiver/Conservator for PROVIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION, AS SUCCESSOR BY MERGER TO PROVIDENT FEDERAL S & L ASSOCIATION OF CASPER , hereinafter referred to as (the "Assignor"), whose mail address is 801 17th Street, N.W., Room 900, Washington, DC 20434 to **Bankers Trust Company**, of California N.A. a national banking association, as Trustee under that certain Pooling and Servicing Agreement dated as of April 1, 1992, for RTC Mortgage Pass-Through Certificates Series 1992-6, hereinafter referred to as (the "Assignee"), located at 3 Park Plaza, 6th Floor, Irvine, CA 92714.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does by these presents hereby grant, bargain, sell, assign, transfer and set over unto the Assignee, its successors, transferees, and assigns forever, all of the rights, title and interest of said Assignor, if any, in and to the following mortgage describing land therein, duly recorded in the office of the county recorder of **SUBLETTE** County, State of **WYOMING**, as follows:

That certain mortgage dated **01/03/79** made by **JAMES KLEYMAN AND REBECCA LYNN BUROS KLEYMAN, H/W** to **PROVIDENT FEDERAL S & L ASSOCIATION OF CASPER** in the original principal sum of **$54,900.00** and recorded on **03/22/79** in the Official Record Book **31**, Page **355**, Instrument No. **172385**, of **SUBLETTE** County, upon the property located at **346 N SUBLETTE AVENUE, PINEDALE, WYOMING, 82941.**

Together with Assignor's interest in any and all notes and obligations therein described or referred to, the debt respectively secured thereby and all sums of money due and to become due thereon, with interest thereon, and attorney's fees and all other charges due in connection therewith.

Notwithstanding anything herein to the contrary, this assignment is made without recourse, representation or warranty of any type whatsoever.

Witness:

Resolution Trust Corporation, as Receiver/Conservator for PROVIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION, AS SUCCESSOR BY MERGER TO PROVIDENT FEDERAL S & L ASSOCIATION OF CASPER

By: Sindi Pender
Name: SINDI PENDER

By: KC Wilson
Name: KC Wilson
Title: Attorney-in-Fact

[redacted] [redacted] [redacted]

STATE OF CALIFORNIA)
COUNTY OF San Diego) SS:

BE IT REMEMBERED THAT, on this 6 day of MAY, 1993, before me the undersigned, a Notary Public for the state and county aforesaid, came KC Wilson , Attorney-in-Fact for the Resolution Trust Corporation as Receiver/Conservator for PROVIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION, AS SUCCESSOR BY MERGER TO PROVIDENT FEDERAL S & L ASSOCIATION OF CASPER , who is personally known to me to be the same person who executed the foregoing Instrument of Writing as such officer for said corporation, and such person duly acknowledged the execution of the same as such officer of said corporation, and acknowledged the same to be the act of said corporation.

Witness my hand and official seal.

My commission expires:

Charlotte Mitchell
Notary Public

(SEAL)

OFFICIAL SEAL
CHARLOTTE MITCHELL
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
SAN DIEGO COUNTY
My Commission Expires December 4, 1993

03748|rtc|bt|nd/wy

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Rlsd Bk 18 pg 407 3/21/97

3169847

WHEN RECORDED MAIL TO:
KEYCORP MORTGAGE INC.
18TH STREET & CAREY AVENUE
P.O. BOX 567
CHEYENNE, WYOMING 82003

245678

RECORDED March 21, 1994 9:30 AM
IN BOOK 59 mtg. PAGE 329
FEES 11.00 COUNTY CLERK
SUBLETTE COUNTY CLERK.
By Cathy Saxton

244186

RECORDED Nov. 22, 1993 2:15 PM
IN BOOK 58 mtg. PAGE 385
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER TWENTIETH, 19 93. The mortgagor is BRENT A. VODOPICH AND KATHLEEN VODOPICH, HUSBAND AND WIFE ("Borrower"). This Security Instrument is given to KEYCORP MORTGAGE INC., which is organized and existing under the laws of THE STATE OF MARYLAND, and whose address is 205 PARK CLUB LANE BUFFALO, NEW YORK 14231-9000 ("Lender"). Borrower owes Lender the principal sum of THIRTY-FIVE THOUSAND AND NO/100 Dollars (U.S. $ 35,000.00). 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 1ST, 2008. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 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 23, 26, 29 OF THE TYLER SUBDIVISION, SUBLETTE COUNTY, WYOMING EXCEPTING FROM LOT 29 THAT PORTION CONVEYED BY WARRANTY DEED [illegible]. RECORDED IN BOOK 18 OF DEEDS, PAGE 22.

** MORTGAGE IS BEING RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION OF THAT MORTGAGE RECORDED IN BOOK 58, PAGE 385.

Initials K.V

which has the address of 12 BOWIE 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, appurtenances, and 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.

Initials K.V

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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under 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 Lender's opinion operate to prevent the enforcement of the lien; 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 or Property 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, including floods or flooding, 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

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which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgement could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture 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 attorney's 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower

shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. 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.

12. 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.

13. 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.

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 judgement enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 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

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other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, 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.

22. 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.

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

24. 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
- ☐ 1—4 Family Rider
- ☐ Graduated Payment Rider
- ☐ Planned Unit Development Rider
- ☐ Biweekly Payment Rider
- ☐ Balloon Rider
- ☐ Rate Improvement Rider
- ☐ Second Home 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.

Witnesses:

Brent A Vodopich (Seal)
BRENT A. VODOPICH -Borrower

BRENT A. VODOPICH

Kathleen Vodopich (Seal)
KATHLEEN VODOPICH -Borrower

KATHLEEN VODOPICH

ON THIS 21 DAY OF JANUARY, 1994, BEFORE ME THE SUBSCRIBER PERSONALLY APPEARED BRENT A. VODOPICH AND KATHLEEN VODOPICH, HUSBAND AND WIFE, TO ME PERSONALLY KNOWN AND KNOWN TO ME TO BE THE SAME PERSON DESCRIBED IN AND WHO EXECUTED THE WITHIN INSTRUMENT, AND ARE ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

(Seal) -Borrower

(Seal) -Borrower

County of Sweetwater State of Wyoming
7-1-97

NOTARY PUBLIC

MY COMMISSION EXPIRES

(Space Below This Line For Acknowledgment)

STATE OF WYOMING

County ss: SUBLETTE

On this 20 day of NOVEMBER 1993, before me, the subscriber, personally appeared BRENT A. VODOPICH AND KATHLEEN VODOPICH, HUSBAND AND WIFE

to me personally known and known to me to be the same person described in and who executed the within instrument, and ARE acknowledged to me that THEY executed the same.

My Commission Expires: October 29, 1994

Notary Public

231

235

Assignment Rec'd in Mtg. Bk 57 Pg 577

Rlsd. Bk 20 Rel. Pg 50 8/2/99

AFTER RECORDING MAIL TO:

WYTEL FEDERAL CREDIT UNION
1520 LOGAN AVE.
CHEYENNE, WY 82001

245679

RECORDED March 21, 1994 9:30AM
IN BOOK 59 Mtg. PAGE 235
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

LOAN NO. 59030-5.9

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on March 14, 1994 . The mortgagor is DAVID A LOVATO and PATRICIA LOVATO. . formerly known as Patricia Jones, Dr, P.R.
Husband and Wife ("Borrower"). This Security Instrument is given to WYTEL FEDERAL CREDIT UNION.
which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose address is 1520 LOGAN AVE., CHEYENNE, WY 82001 ("Lender"). Borrower owes Lender the principal sum of Fifty Six Thousand Seven Hundred Dollars and no/100 Dollars (U.S. $ 56,700.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on April 1, 2009 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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, BLOCK 26 OF THE COOLEY FIFTH ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING

which has the address of 529 MAYBELL [Street], PINEDALE [City],
Wyoming 82941 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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.

[redacted] [redacted] [redacted]

FORM 3051 9/90

[redacted] [redacted] LOAN NO. [redacted]

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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. 2601 & seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under 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 (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 or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the periods that Lender requires) pro[illegible] by

an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. 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.

12. 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.

13. 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.

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 as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 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 21, 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

[redacted] [redacted] [redacted]

the sale to Borrower in the manner provided in paragraph [redacted]. Lender shall publish the notice of sale, and [redacted] 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.

22. 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.

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

24. 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	☐ 1--4 Family Rider
☐ Graduated Payment Rider	☐ Planned Unit Development Rider	☐ Biweekly Payment Rider
☐ Balloon Rider	☐ Rate Improvement Rider	☐ Second Home 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.

Witnesses:

_____

_____

_____ (Seal) -Borrower

Social Security Number _____

_____ (Seal) -Borrower

Social Security Number _____

David A Lovato
DAVID A LOVATO (Seal) -Borrower

Social Security Number 520-56-7525

Patricia Lovato
PATRICIA LOVATO (Seal) -Borrower

Social Security Number 529-82-6541

[Space Below This Line For Acknowledgment]

STATE OF WYOMING, Sublette **County ss:**

The foregoing instrument was acknowledged before me this March 14, 1994 (date)

by DAVID A LOVATO and PATRICIA LOVATO. (person acknowledging)

Susan J. Hanson County of Sublette My Commission Expires: Dec. 12, 1994 — Notary Public State of Wyoming

My Commission expires: 12/12/94

Susan J. Hanson
Notary Public

94L

241 Released Bk 17 pg. 539 9/7/95

245718

RECORDED March 23, 1994 9:50 AM
IN BOOK 59 mtg. PAGE 241
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 22, 1994 . The mortgagor is REID M. WEBB AND GAYLE L. WEBB, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to ROCK SPRINGS NATIONAL BANK , which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose address is 333 BROADWAY PO BOX 880, ROCK SPRINGS, WY 82902-0880 ("Lender"). Borrower owes Lender the principal sum of TWENTY SIX THOUSAND SIX HUNDRED AND NO/100********** Dollars (U.S. $ 26,600.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MARCH 22, 2004 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 2 OF THE REDSTONE FOURTH ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

which has the address of 34 OPAL [Street] , PINEDALE [City] ,

Wyoming 82941 [Zip Code] ("Property Address");

[redacted] [redacted] [redacted]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under 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 (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.

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5. Hazard or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage

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insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written, agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. 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.

12. 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.

13. 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.

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.

BANKERS SYSTEMS, INC., ST. CLOUD, MN 56302 (1-800-397-2341) FORM MD-1-WY 2/8/91

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 as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 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 21, 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

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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.

22. 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.

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

24. 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
- ☐ Graduated Payment Rider
- ☐ Balloon Rider
- ☐ Other(s) [specify]
- ☐ Condominium Rider
- ☐ Planned Unit Development Rider
- ☐ Rate Improvement Rider
- ☐ 1-4 Family Rider
- ☐ Biweekly Payment Rider
- ☐ Second Home Rider

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

X ..... (Seal)
REID M. WEBB -Borrower

Social Security Number ....520-46-8267.....

X ..... (Seal)
GAYLE L. WEBB -Borrower

Social Security Number ....520-64-1325.....

[Space Below This Line For Acknowledgment]

STATE OF WYOMING, ...SWEETWATER..... County ss:

The foregoing instrument was acknowledged before me this ...22nd Day of March 1994.....
(date)

by ....REID M. WEBB AND GAYLE L. WEBB, HUSBAND AND WIFE.....
(person acknowledging)

My commission expires: 1-24-98

X ..... Notary Public
DAVID M. TATE

DAVID M. TATE - NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES JANUARY 24, 1998

Rlsd BK 19 Rel pg 171 5-21-98

THE TITLE GUARANTY COMPANY OF WYOMING, INC
FORM 4½ C

This Instrument Filed for Record on the
24th day of March, 1994 at 10:40 o'clock AM.
and Recorded in Book 59 of Mtg
Page 247
NO. 245730
Mary A. Lehfeldt
County Clerk
By Cathy Sadler

MORTGAGE DEED

Jimmy Cash Grimes, a single man and Jimmy Cash Grimes and Carol A. Grimes, husband and wife

mortgagor S, of Sublette County, State of Wyoming, to secure the payment of >Seventy Six Thousand and no/100< Dollars, due 3/22/2009 with interest thereon at the rate of 7.0 percent per year (said sum, and the interest thereon, being referred to as the "indebtedness"), payable Monthly in the amount of $683.18 due on the 22nd day of each month beginning April 1994 until paid in full.

in accordance with the provisions of that certain promissory note, dated 3/22/94, hereby mortgage and warrant to mortgagee, Chevron West Credit UNion

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

Lot 71 of the Big Country Ranches Subdivision, Fourth Filing, Unit C, Sublette County, Wyoming.

and Lots 56 and 57 of the Big Country Ranches Subdivision, Fourth Filing, Unit B, Sublette County, Wyoming.

Mortgagors agree to pay the indebtedness according to the terms of said promissory note, and, during the life of this mortgage, to pay all taxes and assessments on the premises and to keep the improvements thereon insured against fire and other hazards in a sum not less than $76,000.00 ($.....) 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 hand this 22nd day of March, 19 94.

X Jimmy Cash Grimes
Jimmy Cash Grimes

X Carol A. Grimes
Carol A. Grimes

Attest Seal:

Carol Ann Grimes

STATE OF Wyoming
COUNTY OF Sublette } ss.

The foregoing instrument was acknowledged before me by Jimmy Cash and Carol A. Grimes

this 22nd day of March, 19 94

Witness my hand and official seal.

My Com[redacted] expires: [redacted]

EDWIN R ADAMS - NOTARY PUBLIC
County of Sublette

Edwin R. Adams
[redacted] Public [redacted] e of Officer

When Recorded Mail To:

Fleet Mortgage Corp.
392 East 6400 South, Suite 250
Murray, Utah 84107

245738

RECORDED March 24, 1994 2:05 PM
IN BOOK 59 Mtg. PAGE 248
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

By Cathy Saxton

GUTHRIE
FMC# 778932-5

[Space Above This Line For Recording Data]

FHA Case No.
591-0731774 703

State of Wyoming

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **MARCH 22, 1994**. The Mortgagor is **CLINTON D. GUTHRIE and DEBORAH A. GUTHRIE, HUSBAND AND WIFE** ("Borrower"). This Security Instrument is given to **FLEET MORTGAGE CORP.**, which is organized and existing under the laws of **THE STATE OF RHODE ISLAND**, and whose address is **11200 WEST PARKLAND AVENUE, MILWAUKEE, WISCONSIN 53224** ("Lender"). Borrower owes Lender the principal sum of **FORTY-EIGHT THOUSAND FIVE [illegible] AND 00/100ths** Dollars (U.S.**$48,588.00**). This debt is evidenced by Borrower's note dated the same [illegible] ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and [illegible] Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with [illegible] extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of his 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 the power of sale, the following described property located in **SUBLETTE** County, Wyoming:

LOT 13, BLOCK 3 OF THE REDSTONE FIRST ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

which has the address of **356 SOUTH SHANLEY AVENUE, PINEDALE** [Street, 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.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by paragraph 4.

Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become delinquent.

If at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

Rlsd. Bk 20 pg. 508 9/13/00

Asn. Bk 72 mtg. pg. 213 7/28/98

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. In any year in which the Lender must pay a mortgage insurance premium to the Secretary, each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary, or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note;

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lenders of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other 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, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

7. 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 place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. Fees. L[redacted]y collect fees and charges authorized b[redacted]cretary. [redacted]

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to,or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment defaults to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the Note secured thereby not be eligible for insurance under the National Housing Act within **60** days from the date hereof, Lender may, at its option and notwithstanding anything in paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to **60** days from the date hereof, declining to insure this Security Instrument and the Note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of 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 successor 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.

12. 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 9.b. 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.

13. 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 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.

14. 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.

15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Secu Instrument is paid in full.

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

17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender 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 17, 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 13. 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.

18. 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.

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

20. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants 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)]

☐Condominium Rider	☐Graduated Payment Rider	☑Other [Specify]
☐Planned Unit Development Rider	☐Growing Equity Rider	Non-Owner Occupancy Rider

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

Witnesses:

Clinton D. Guthrie (Seal)
CLINTON D. GUTHRIE -Borrower

Deborah A. Guthrie (Seal)
DEBORAH A. GUTHRIE -Borrower

(Seal) -Borrower

(Seal) -Borrower

STATE OF WYOMING, ~~SUBLETTE~~ TETON **County ss:**

The foregoing instrument was acknowledged before me this 22nd day of March 1994
(date)

by **CLINTON D. GUTHRIE and DEBORAH A. GUTHRIE, HUSBAND AND WIFE.**
(person acknowledging)

My Commission Expires: 11-4-97

Becky J Hughes
Notary Public

BECKY J HUGHES NOTARY PUBLIC
STATE OF WYOMING COUNTY OF TETON
MY COMMISSION EXPIRES 11-4-97

This Instrument was prepared by:

Fleet Mortgage Corp.
392 EAST 6400 SOUTH, SUITE 250
MURRAY, UTAH 84107

FMC# 778932-5
FHA Case No. 591-0731774-703

NON-OWNER OCCUPANCY RIDER

THIS NON-OWNER OCCUPANCY RIDER is made this 22ND day of MARCH, 1994, and is incorporated into and shall be deemed to amend and supplement the Mortgage Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note to **FLEET MORTGAGE CORP.** ("Lender") of the same date, and covering the property described in the Security Instrument and located at:

356 SOUTH SHANLEY AVENUE, PINEDALE, WYOMING 82941
[Property Address]

In modification of and notwithstanding the provisions of paragraph 5 of the Security Instrument, Borrower represents that (s)he does not intend to occupy the property described in the Security Instrument as a principal residence, and [mark applicable item(s)]:

[X] A. The Security Instrument is for a streamline refinance of a loan which was previously FHA-insured.

[ ] B. The Security Instrument is for a loan to be insured under Section 203(k) of the National Housing Act.

[ ] C. The Security Instrument applies to property sold under HUD Single Family Property Disposition Program and meets the requirements thereof.

[ ] D. The Borrower is an Indian Tribe as provided in Section 248 of the National Housing Act or a member of the Armed Services who is unable to occupy the property because of his or her duty assignment as provided in Section 216 or Subsection (b)(4) or (f) of Section 222 of the National Housing Act.

[ ] E. The Security Agreement is for property sold to a state or local government agency or instrumentality or a non-profit organization (qualified under Section 501(c)(3) of the Internal Revenue Code) that intends to sell or lease the property to low or moderate income persons.

[ ] F. The Security Instrument is for property that is or will be a secondary residence of Borrower and is eligible for an FHA-Insured mortgage in order to avoid undue hardship for Borrower.

BY SIGNING BELOW, Borrower agrees to the representations contained in this Non-Owner Occupancy Rider.

Clinton D. Guthrie .....(Seal)
CLINTON D. GUTHRIE Borrower

Deborah A. Guthrie .....(Seal)
DEBORAH A. GUTHRIE Borrower

.....(Seal)
Borrower

.....(Seal)
Borrower

[ADD ANY NECESSARY ACKNOWLEDGEMENT PROVISIONS.]

Rlsd Bk 19 Pg. 126

253

245740

RECORDED March 25, 1994 10:05AM
IN BOOK 69 Mtg. PAGE 253
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 23, 1994 . The mortgagor is JACK D. ROBERTS AND VERA G. ROBERTS, HUSBAND AND WIFE
("Borrower"). This Security Instrument is given to ROCK SPRINGS NATIONAL BANK , which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose address is 333 BROADWAY PO BOX 880, ROCK SPRINGS, WY 82902-0880 ("Lender"). Borrower owes Lender the principal sum of THIRTY ONE THOUSAND AND NO/100********** Dollars (U.S. $ 31,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MARCH 23, 2004 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 10 OF THE JONES ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

which has the address of 233 S. SHANLEY AVE [Street] , PINEDALE [City] ,
Wyoming 82941 [Zip Code] ("Property Address");

[redacted] [redacted] [redacted]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under 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 (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.

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5. Hazard or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage

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insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. 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.

12. 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.

13. 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.

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.

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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 as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 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 21, 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

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[redacted] [redacted] [redacted]

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.

22. 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.

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

24. 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
- ☐ Graduated Payment Rider
- ☐ Balloon Rider
- ☐ Other(s) [specify]
- ☐ Condominium Rider
- ☐ Planned Unit Development Rider
- ☐ Rate Improvement Rider
- ☐ 1-4 Family Rider
- ☐ Biweekly Payment Rider
- ☐ Second Home Rider

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

X Jack D Roberts ..... (Seal)
JACK D. ROBERTS -Borrower

Social Security Number ....520-68-2771.....

X Vera G. Roberts ..... (Seal)
VERA G. ROBERTS -Borrower

Social Security Number ....520-68-4533.....

[Space Below This Line For Acknowledgment]

STATE OF WYOMING, ...SWEETWATER..... County ss:

The foregoing instrument was acknowledged before me this ..23rd Day of March 1994.....
(date)

by ....JACK D. ROBERTS AND VERA G. ROBERTS, HUSBAND AND WIFE.....
(person acknowledging)

My commission expires: 1-24-98

X David M. Tate .....
DAVID M. TATE Notary Public

DAVID M. TATE - NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES JANUARY 24, 1998

2158

259

Released BL 17 Rel. pg. 309 4/4/95

KEY BANK

Key Bank of Wyoming
BIG PINEY
440 BUDD AVENUE PO BOX 428
BIG PINEY, WY 83113
307-276-3961 (Lender)

MORTGAGE 245742

RECORDED March 25 1994 10:10AM
IN BOOK 59 mtg. PAGES 259
FEES 14.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

BORROWER	MORTGAGOR
JAMES L BERRY CONNIE L BERRY	JAMES L BERRY CONNIE L BERRY
ADDRESS PO BOX 1697 PINEDALE, WY 82941	ADDRESS PO BOX 1697 PINEDALE, WY 82941
TELEPHONE NO. 307-367-2374 IDENTIFICATION NO.	TELEPHONE NO. 307-367-2374 IDENTIFICATION NO.

This document was prepared by the Lender indicated above.

In consideration of the loan or other credit accommodation hereinafter specified and any future advances or future Obligations which may hereinafter be advanced or incurred and the trust hereinafter mentioned and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby warrants and mortgages to Lender, its successors and assigns, with power of sale and right of entry and possession all of Mortgagor's present and future estate, right, title and interest in and to the real property described in Schedule A which is attached to this Mortgage and incorporated herein together with all present and future improvements and fixtures; privileges, hereditaments, and appurtenances; leases, licenses and other agreements; rents, issues and profits; water, well, ditch, reservoir and mineral rights and stocks pertaining to the real property (cumulatively "Property"); until payment in full of all Obligations secured hereby.

Moreover, in further consideration, Mortgagor does, for Mortgagor and Mortgagor's heirs, representatives and assigns, hereby expressly warrant, covenant, and agree with Lender its successors and assigns as follows:

1. OBLIGATIONS. This Mortgage shall secure the payment and performance of all present and future indebtedness, liabilities, obligations and covenants of Borrower or Mortgagor (cumulatively "Obligations") to Lender pursuant to:

(a) this Mortgage and the following promissory notes and other agreements:

INTEREST RATE	PRINCIPAL AMOUNT/ CREDIT LIMIT	FUNDING/ AGREEMENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER
FIXED	$192,225.00	03/18/94	07/18/94	65154	103037

(b) all other present or future, written agreements with Lender which refer specifically to this Mortgage **(whether executed for the same or different purposes than the foregoing)**;

(c) any guaranty of obligations of other parties given Lender now or hereafter executed which refers to this Mortgage;

(d) future advances, whether made under an open-end credit agreement or otherwise, to the same extent as if made contemporaneously with the execution of this Mortgage, made or extended on behalf of Mortgagor or Borrower. Mortgagor agrees that if one of the Obligations is a line of credit, the lien of this Mortgage shall continue until payment in full of all debt due under the line notwithstanding the fact that from time to time (but before termination of the line) no balance may be outstanding;

(e) all repeated amendments, extensions, renewals, modifications, replacements or substitutions to any of the foregoing.

As used in this Paragraph 1, the terms Mortgagor and Borrower shall include and also mean any Mortgagor or Borrower if more than one.

2. REPRESENTATIONS, WARRANTIES AND COVENANTS. Mortgagor represents, warrants and covenants to Lender that:

(a) Mortgagor shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Mortgage and those described in Schedule B which is attached to this Mortgage and incorporated herein by reference, which Mortgagor agrees to pay and perform in a timely manner;

(b) Mortgagor is in compliance in all respects with all applicable federal, state and local laws and regulations, including, without limitation, those relating to "Hazardous Materials", as defined herein, and other environmental matters (the "Environmental Laws"), and neither the federal government nor the State of Wyoming or any other governmental or quasi governmental entity has filed a lien on the Property, nor are there any governmental, judicial or administrative actions with respect to environmental matters pending, or to the best of the Mortgagor's knowledge, threatened, which involve the Property. Neither Mortgagor nor, to the best of Mortgagor's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any Hazardous Materials as defined herein, in connection with the Property or transported any Hazardous Materials to or from the Property. Mortgagor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) friable or nonfriable asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; and (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect. Mortgagor shall not lease or permit the sublease of the Property to a tenant or subtenant whose operations may result in contamination of the Property with Hazardous Materials or toxic substances;

(c) All applicable laws and regulations (including, without limitation, the Americans with Disabilities Act, 42 U.S.C. 12101 et seq. (and all regulations promulgated thereunder) and all zoning and building laws and regulations) relating to the Property by virtue of any federal, state or municipal authority with jurisdiction over the Property presently are and shall be observed and complied with in all material respects, and all rights, licenses, permits, and certificates of occupancy (including but not limited to zoning variances, special exceptions for nonconforming uses, and final inspection approvals), whether temporary or permanent, which are materials to the use and occupancy of the Property, presently are and shall be obtained, preserved and, where necessary, renewed;

(d) Mortgagor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Mortgagor at any time;

(e) No action or proceeding is or shall be pending or threatened which might materially affect the Property; and

(f) Mortgagor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage.

3. PRIOR MORTGAGES. Mortgagor represents and warrants that there are no prior mortgages or deeds of trust affecting any part of the Property except as set forth on Schedule B attached to this Mortgage which Mortgagor agrees to pay and perform in a timely manner. If there are any prior mortgages or deeds of trust then Mortgagor agrees to pay all amounts owed, and perform all obligations required, under such mortgages or deeds of trust and the indebtedness secu[redacted]by and further agrees that a default under ar[redacted]ortgage or deed of trust shall be a default u[redacted] Mortgage and shall entitle Lender to all rights and remedies contained herein or in the Obligations to which Lender would be entitled in the event of any other default.

4. TRANSFERS OF [redacted]ROPERTY OR BENEFICIAL INTERESTS IN [redacted]GORS OR BORROWERS. In the event of a [redacted]eyance, lease, contract for deed or transfer to any person of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Mortgagor (if Borrower or Mortgagor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity), Lender may, at its option declare the outstanding principal balance of the Obligations plus accrued interest thereon immediately due and payable, or, at Lender's sole option, Lender may consent to said conveyance in writing and may increase the interest rate of the Obligations to the interest rate which Lender would then commit to make a first mortgage loan of similar character with similar security, as determined by Lender in its sole discretion, or compensate Lender for such increased risk resulting from the breach of the foregoing covenants. At Lender's request, Mortgagor or Borrower, as the case may be, shall furnish a complete statement setting forth all of its stockholders or partners, as appropriate, and the extent of their respective stock ownership or partnership interests.

5. ASSIGNMENT OF RENTS. In consideration of the Obligations, which are secured by this Mortgage, Mortgagor absolutely assigns to Lender all Mortgagor's estate, right, title, interest claim and demand now owned or hereafter acquired in all existing and future leases of the Property (including extensions, renewals and subleases), all agreements for use and occupancy of the Property (all such leases and agreements whether written or oral, are hereafter referred to as the "Leases"), and all guaranties of lessees' performance under the Leases, together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues, profits and other income of any nature now or hereafter due (including any income of any nature coming due during any redemption period) under the Leases or from or arising out of the Property including minimum rents, additional rents, percentage rents, parking or common area maintenance contributions, tax and insurance contributions, deficiency rents, liquidated damages following default in any Lease, all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability caused by destruction or damage to the Property, all proceeds payable as a result of a lessee's exercise of an option to purchase the Property all proceeds derived from the termination or rejection of any Lease in a bankruptcy or other insolvency proceeding, and all proceeds from any rights and claims of any kind which Mortgagor may have against any lessee under the Leases or any occupants of the Property (all of the above are hereafter collectively referred to as the "Rents"). This assignment is subject to the right, power and authority given to the Lender to collect and apply the Rents. The lien created by this assignment is intended to be specific, perfected, and choate upon the recording of this Mortgage. As long as there is no default under the Obligations or this Mortgage, Lender grants Mortgagor a revocable license to collect all Rents from the Leases when due and to use such proceeds in Mortgagor's business operations. However, Lender may at any time require Mortgagor to deposit all Rents into an account maintained by Mortgagor or Lender at Lender's institution. Upon default in the payment of, or in the performance of, any of the Obligations, Lender may at its option take possession of the Property and have, hold, manage, lease and operate the Property on terms and for a period of time that Lender deems proper. Lender may proceed to collect and receive all Rents, from the property, and Lender shall have full power to periodically make alterations, renovations, repairs or replacements to the Property as Lender may deem proper. Lender may apply all Rents to the payment of the cost of such alterations, renovations, repairs and replacements and any expenses incident to taking and retaining possession of the Property and the management and operation of the Property. Lender may keep the Property properly insured and may discharge any taxes, charges, claims, assessments and other liens which may accrue. The expense and cost of these actions may be paid from the Rents received, and any unpaid amounts shall be added to the principal of the Obligations. These amounts, together with other costs, shall become part of the Obligations secured by this Mortgage.

6. LEASES AND OTHER AGREEMENTS. Mortgagor shall not take or fail to take any action which may cause or permit the termination or the withholding of any payment in connection with any Lease or other agreement ("Agreement") pertaining to the Property. In addition, Mortgagor, without Lender's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Mortgagor's rights, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Mortgagor receives at any time any written communication asserting a default by Mortgagor under an Agreement or purporting to terminate or cancel any Agreement, Mortgagor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender. All such Agreements and the amounts due to Mortgagor thereunder are hereby assigned to Lender as additional security for the Obligations.

7. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lender shall be entitled to notify or require Mortgagor to notify any third party (including, but not limited to, lessees, licensees, governmental authorities and insurance companies) to pay Lender any Indebtedness or obligation owing to Mortgagor with respect to the Property (cumulatively "Indebtedness") whether or not a default exists under this Mortgage. Mortgagor shall diligently collect the Indebtedness owing to Mortgagor from these third parties until the giving of such notification. In the event that Mortgagor possesses or receives possession of any instruments or other remittances with respect to the Indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any Indebtedness or the payment of any insurance or condemnation proceeds, Mortgagor shall hold such instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required, to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral upon, or otherwise settle any of the Indebtedness whether or not an event of default exists under this Agreement. Lender shall not be liable to Mortgagor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Notwithstanding the foregoing, nothing herein shall cause Lender to be deemed a mortgagee in possession.

8. USE AND MAINTENANCE OF PROPERTY. Mortgagor shall take all actions and make any repairs needed to maintain the Property in good condition. Mortgagor shall not commit or permit any waste to be committed with respect to the Property. Mortgagor shall use the Property solely in compliance with applicable law and insurance policies. Mortgagor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the beneficial interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Mortgagor's sole expense.

9. LOSS OR DAMAGE. Mortgagor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any cause whatsoever. In the event of any Loss or Damage, Mortgagor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.

10. INSURANCE. The Property will be kept insured for its full insurable value (replacement cost) against all hazards including loss or damage caused by flood, earthquake, tornado and fire, collision, theft or other casualty to the extent required by Lender. Mortgagor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least 30 days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a loss payee and provide that no act or omission of Mortgagor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. In the event Mortgagor fails to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and the insurance cost shall be an advance payable and bearing interest as described in Paragraph 21 and secured hereby. Mortgagor shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Mortgagor in making and settling claims under insurance policies, cancelling any policy or endorsing Mortgagor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constantly assigned, pledged and delivered to Lender for further securing the Obligations. In the event of loss, Mortgagor shall immediately give Lender written notice and Lender is authorized to make proof of loss. Each insurance company is directed to make payments directly to Lender instead of to Lender and Mortgagor. Lender shall have the right, at its sole option, to apply such monies toward the Obligations or toward the cost of rebuilding and restoring the Property. Any amounts may at Lender's option be applied in the inverse order of the due dates thereof.

11. ZONING AND PRIVATE COVENANTS. Mortgagor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Mortgagor's use of the Property becomes a nonconforming use under any zoning provision, Mortgagor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Mortgagor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.

12. CONDEMNATION. Mortgagor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Mortgagor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property.

13. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS. Mortgagor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Mortgagor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Mortgagor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name.

14. INDEMNIFICATION. Lender shall not assume or be responsible for the performance of any of Mortgagor's obligations with respect to the Property under any circumstances. Mortgagor shall immediately provide Lender with written notice of and indemnify and hold Lender and its shareholders, directors, officers, employees and agents harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses), causes of action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Mortgagor, upon the request of Lender, shall hire legal counsel to defend Lender from such Claims, and pay the attorneys' fees, legal expenses and other costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Mortgagor's cost. Mortgagor's obligation to indemnify Lender under this paragraph shall survive the termination, release or foreclosure of this Mortgage.

15. TAXES AND ASSESSMENTS. Mortgagor shall pay all taxes and assessments relating to Property when due and immediately provide Lender evidence of payment of same. Upon the request of Lender, Mortgagor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance premium, taxes and assessments pertaining to the Property. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so held to pay any taxes or against the Obligations. Any funds applied may, at Lender's option, be applied in reverse order of the due date thereof.

16. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Mortgagor shall allow Lender or its agents to examine and inspect the Property and examine, inspect and make copies of Mortgagor's books and records pertaining to the Property from time to time. Mortgagor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Mortgagor's books and records shall be genuine, true, accurate and complete in all respects. Mortgagor shall note the existence of Lender's beneficial interest in its books and records pertaining to the Property. Additionally, Mortgagor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Mortgagor's financial condition or the Property. The information shall be for such periods, shall reflect Mortgagor's records at such time, and shall be rendered with such frequency as Lender may designate. All information furnished by Mortgagor to Lender shall be true, accurate and complete in all respects, and signed by Mortgagor if Lender requests.

17. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Mortgagor shall deliver to Lender, or any intended transferee of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance on the Obligations; and (b) whether Mortgagor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature or such claims, defenses, set-offs or counterclaims. Mortgagor may be conclusively bound by any representation that Lender may make to the intended transferee with respect to these matters in the event that Mortgagor fails to provide the requested statement in a timely manner.

18. DEFAULT. Mortgagor shall be in default under this Mortgage in the event that Mortgagor, Borrower or any guarantor of any Obligation:

(a) fails to pay any Obligation to Lender when due;
(b) fails to perform any Obligation or breaches any warranty or covenant to Lender contained in this Mortgage or any other present or future agreement;
(c) destroys, loses or damages the Property in any material respect or the Property becomes subject to seizure, confiscation or condemnation;
(d) seeks to revoke, terminate or otherwise limit its liability under any guaranty to Lender or any individual guarantor dies;
(e) dies, becomes legally incompetent, is dissolved or terminated, becomes insolvent, makes an assignment for the benefit of creditors, fails to pay debts as they become due, files a petition under the federal bankruptcy laws, has an involuntary petition in bankruptcy filed in which Mortgagor, Borrower or any guarantor is named or has property taken under any writ or process of court;
(f) allows goods to be used on, transported or stored on the Property, the possession, transportation, or use of which, is illegal;
(g) allows any party other than Mortgagor or Borrower to assume or undertake any Obligation without the written consent of Lender; or
(h) causes Lender to deem itself insecure due to a significant decline in the value of the Property; or Lender, in good faith, believes that the prospect of payment or performance is impaired.

19. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):

(a) to declare the Obligations immediately due and payable in full;
(b) to collect the outstanding Obligations with or without resorting to judicial process;
(c) to require Mortgagor to deliver and make available to Lender any personal property or Chattels constituting the Property at a place reasonably convenient to Mortgagor and Lender;
(d) to enter upon and take possession of the Property without applying for or obtaining the appointment of a receiver and, at Lender's option, to appoint a receiver without bond, without first bringing suit on the Obligations and without otherwise meeting any statutory conditions regarding receivers, it being intended that Lender shall have this contractual right to appoint a receiver;
(e) to employ a managing agent of the Property and let the same, in the name of Lender or in the name of Mortgagor, and receive the rents, incomes, issues and profits of the Property and apply the same, after payment of all necessary charges and expenses, on account of the Obligations;
(f) to pay any sums in any form or manner deemed expedient by Lender to protect the security of this Mortgage or to cure any default other than payment of interest or principal on the Obligations;
(g) to foreclose this Mortgage either by suit at law or equity, as Lender may elect, or to foreclose this Mortgage by advertisement and sale of the property at public venue for cash, according to Wyoming statutes governing mortgage foreclosures;
(h) to set-off Mortgagor's Obligations against any amounts owed Mortgagor by Lender including, but not limited to, monies, instruments, and deposit accounts maintained with Lender or any currently existing or future affiliate of Lender; and
(i) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Mortgagor, Mortgagor waives the posting of any bond which might otherwise be required. Lender or Lender's designee may purchase the Property at any sale. The Property or any part thereof may be sold in one parcel, or in such parcels, manner or order as Lender in its sole discretion may elect, and one or more exercises of the power herein granted shall not extinguish or exhaust the power unless the entire Property are sold or the Obligations paid in full.

20. SECURITY INTEREST UNDER THE UNIFORM COMMERCIAL CODE. This Mortgage shall be considered a financing statement pursuant to the provisions of the Uniform Commercial Code covering fixtures, chattels, and articles of personal property now owned or hereafter attached to or to be used in connection with the Property together with any and all replacements thereof and additions thereto (the "Chattels"), and Mortgagor hereby grants Lender a security interest in such Chattels. The debtor is the Mortgagor described above. The secured party is the Lender described above. Upon demand, Mortgagor shall make, execute and deliver such security agreements (as such term is defined in the Uniform Commercial Code of Wyoming) as Lender at any time may deem necessary or proper or require to grant to Lender a perfected security interest in the Chattels, and upon Mortgagor's failure to do so, Lender is authorized to sign any such agreement as the agent of Mortgagor. Mortgagor hereby authorizes Lender to file financing statements (as such term is defined in said Uniform Commercial Code) with respect to the Chattels, at any time, without the signature of Mortgagor. Mortgagor will, however, at any time upon request of Lender, sign such financing statements. Mortgagor will pay all filing fees for the filing of such financing statements and for the refilling thereof at the times required, in the opinion of Lender, by said Uniform Commercial Code. If the lien of this Mortgage be subject to any security agreement covering the Chattels, then in the event of any default under this Mortgage, all the right, title and interest of Mortgagor in and to any and all of the Chattels is hereby assigned to Lender, together with the benefit of any deposits or payments now or hereafter made thereof by Mortgagor or the predecessors or successors in title of Mortgagor in the Property.

21. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Lender, at Lender's option, may expend funds (including attorneys' fees and legal expenses) to perform any act required to be taken by Mortgagor or to exercise any right or remedy of Lender under this Mortgage. Upon demand, Mortgagor shall immediately reimburse Lender for all such amounts expended by Lender together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the beneficial interest granted herein. If the Obligations are paid after the beginning of publication of notice of sale, as herein provided, or in the event Lender shall, at its sole option, permit Mortgagor to pay any part of the Obligations after the beginning of publication of notice of sale, as herein provided, then, Mortgagor shall pay on demand all expenses incurred by the Lender in connection with said publication, including reasonable attorneys' fees to the attorneys for the Lender, and this Mortgage shall be security for all such expenses and fees.

22. APPLICATION OF PAYMENTS. All payments made by or on behalf of Mortgagor may be applied against the amounts paid by Lender (including attorneys' fees and legal expenses) in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Lender chooses.

23. POWER OF ATTORNEY. Mortgagor hereby appoints Lender as its attorney-in-fact to endorse Mortgagor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Mortgagor under this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Mortgagor from any Obligation or cure any default under this Mortgage. The powers of attorney described in this Mortgage are coupled with an interest and are irrevocable.

24. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.

25. COLLECTION COSTS. To the extent permitted by law, Mortgagor agrees to pay Lender's reasonable fees and costs, including but not limited to fees and costs of attorneys and other agents (including without limitation paralegals, clerks and consultants), which are incurred by Lender in collecting any amount due or enforcing any right or remedy under this Mortgage or any other agreement between Mortgagor and Lender, all whether or not suit is brought and including but not limited to fees and costs incurred on appeal, in bankruptcy, and for post-judgment collection actions and whether or not such attorney is an employee of Lender.

26. PARTIAL RELEASE. Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Nothing herein shall be deemed to obligate Lender to release any of its interest in the Property, nor shall Lender be obligated to release any part of the Property if Mortgagor is in default under this Mortgage.

27. MODIFICATION AND WAIVER. The modification or waiver of any of Mortgagor's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by Lender. Lender may perform any of Borrower's or Mortgagor's Obligations, delay or fail to exercise any of its rights or accept payments from Mortgagor or anyone other than Mortgagor without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Mortgagor's Obligations under this Mortgage shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the Obligations belonging to any Mortgagor, Borrower or third party or any of its rights against any Mortgagor, Borrower or third party or any of the Property. Lender's failure to insist upon strict performance of any of the Obligations shall not be deemed a waiver and Lender shall have the right at any time thereafter to insist upon strict performance.

[redacted] [redacted] [redacted]

28. SUCCESS[redacted] ASSIGNS. This Mortgage shall be bindin[redacted]d inure to the benefit of Mortgagor and Le[redacted] their respective successors, assigns[redacted] receivers, administrators, personal represent[redacted]gatees and devisees.

29. NOTICES. Except as otherwise required by law, any notice or other communication to be provided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties may designate in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given three (3) days after such notice is sent and any other such notice shall be deemed given when received by the person to whom such notice is being given.

30. SEVERABILITY. If any provision of this Mortgage violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable.

31. APPLICABLE LAW. This Mortgage shall be governed by the laws of the State of Wyoming. Unless applicable law provides otherwise, Mortgagor consents to the jurisdiction and venue of any court selected by Lender, in its sole discretion, located in Wyoming.

32. MISCELLANEOUS. Mortgagor and Lender agree that time is of the essence. Mortgagor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Mortgagor in this Mortgage shall include all persons signing below. If there is more than one Mortgagor, their Obligations shall be joint and several. This Mortgage represents the complete integrated understanding between Mortgagor and Lender pertaining to the terms and conditions hereof.

33. RELEASE AND WAIVER OF HOMESTEAD. 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 Mortgagor is lawfully seized of said Property, that it is free from all encumbrances, and hereby covenants to warrant and defend the title of said Property against the lawful claims of all persons whomsoever.

Any Mortgagor who signs this Mortgage but does not execute the Note or Agreement evidencing the Obligations (the "Note"): (a) is signing this document to grant and convey their interest in the Property under the terms of this document; (b) is not personally obligated to pay the Note; (c) agrees that Lender and any Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this document or the Note without that Mortgagor's consent; (d) hereby releases and forever quit-claims unto Lender, as Mortgagee, all his/her rights of homestead in and to the Property.

34. ADDITIONAL TERMS.

Mortgagor acknowledges that Mortgagor has read, understands, and agrees to the terms and conditions of this Mortgage.

IN WITNESS HEREOF, Mortgagor has executed this instrument either individually or has caused this instrument to be executed and delivered in its name by its duly authorized representative on the date of the acknowledgment.

Dated this 18TH day of MARCH, 1994.

MORTGAGOR: **JAMES L BERRY**

JAMES L BERRY

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR: **CONNIE L BERRY**

CONNIE L BERRY

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

263

STATE OF WYOMING)
) ss:
COUNTY OF SUBLETTE)

On this 18th day of MARCH, 1994, before me personally appeared JAMES L. BERRY and JAMES L. BERRY with POWER of ATTORNEY for CONNIE L. BERRY to me known to be the person(s) described in and who executed the executed the foregoing instrument, and acknowledged that he, JAMES L. BERRY executed the same as his free act and deed, including the release and waiver of the right of homestead.

Given under my hand and seal this 18th day of March, 1994.

(SEAL)

Janet L. Montgomery
County of
Sublette
My Commission Expires
Apr. 30, 1994
Notary Public
State of
Wyoming

Janet L. Montgomery
Notary Public

My Commission Expires:

STATE OF WYOMING)
) ss:
COUNTY OF _____)

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

to me personally known, who, being by me duly sworn, did say that he/she/they are the _____,

respectively, of said _____, executing the foregoing instrument, that said instrument was signed on behalf of said _____, by authority of its _____, and the above signed person(s) acknowledged the execution of said instrument to be the free act and deed of said _____.

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

My Commission Expires: _____

Notary Public

RELEASE OF HOMESTEAD RIGHTS:

STATE OF WYOMING)
) ss:
COUNTY OF LARAMIE _____)

On this _____ day of _____, _____, before me personally appeared _____ to me known to be the spouse of _____, and who executed the foregoing instrument for purposes of waiving and relinquishing his/her homestead rights, acknowledged that he/she had been fully advised of his/her rights and the effect of signing, and acknowledged that he/she executed the foregoing instrument as his/her free act and deed.

Given under my hand and seal this _____ day of _____, _____.

(SEAL)

My Commission Expires:

Notary Public

SCHEDULE A

LOT 3 OF THE WINDSONG HILL SOUTH SUBDIVISION, SUBLETTE COUNTY, WYOMING.

SCHEDULE B

AFTER RECORDI[redacted]N TO LENDER AT ITS A[redacted]SS DESCRIB[redacted]E. [redacted]

KEY BANK

Key Bank of Wyoming
Big Piney
440 Budd Avenue
Big Piney, WY 83113
307-276-3961 (Lender)

245743

MORTGAGE

RECORDED March 25, 1994 10:10AM
IN BOOK 59 Mtg. PAGE 244
FEES 16.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

BORROWER	MORTGAGOR
RAMESH P DAVE PRAMODINI R DAVE	RAMESH P DAVE PRAMODINI R DAVE
ADDRESS 1035 PROFILE ROAD FRANCONIA, NH 03580	ADDRESS 1035 PROFILE ROAD FRANCONIA, NH 03580
TELEPHONE NO. 603-823-5284 IDENTIFICATION NO.	TELEPHONE NO. 603-823-5284 IDENTIFICATION NO.

This document was prepared by the Lender indicated above.

In consideration of the loan or other credit accommodation hereinafter specified and any future advances or future Obligations which may hereinafter be advanced or incurred and the trust hereinafter mentioned and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby warrants and mortgages to Lender, its successors and assigns, with power of sale and right of entry and possession all of Mortgagor's present and future estate, right, title and interest in and to the real property described in Schedule A which is attached to this Mortgage and incorporated herein together with all present and future improvements and fixtures; privileges, hereditaments, and appurtenances; leases, licenses and other agreements; rents, issues and profits; water, well, ditch, reservoir and mineral rights and stocks pertaining to the real property (cumulatively "Property"); until payment in full of all Obligations secured hereby.

Moreover, in further consideration, Mortgagor does, for Mortgagor and Mortgagor's heirs, representatives and assigns, hereby expressly warrant, covenant, and agree with Lender its successors and assigns as follows:

1. **OBLIGATIONS.** This Mortgage shall secure the payment and performance of all present and future indebtedness, liabilities, obligations and covenants of Borrower or Mortgagor (cumulatively "Obligations") to Lender pursuant to:

(a) this Mortgage and the following promissory notes and other agreements:

INTEREST RATE	PRINCIPAL AMOUNT/ CREDIT LIMIT	FUNDING/ AGREEMENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER
FIXED	$205,600.00	03/01/94	12/01/94	41957	103025

(b) all other present or future, written agreements with Lender which refer specifically to this Mortgage **(whether executed for the same or different purposes than the foregoing)**;

(c) any guaranty of obligations of other parties given Lender now or hereafter executed which refers to this Mortgage;

(d) future advances, whether made under an open-end credit agreement or otherwise, to the same extent as if made contemporaneously with the execution of this Mortgage, made or extended on behalf of Mortgagor or Borrower. Mortgagor agrees that if one of the Obligations is a line of credit, the lien of this Mortgage shall continue until payment in full of all debt due under the line notwithstanding the fact that from time to time (but before termination of the line) no balance may be outstanding;

(e) all repeated amendments, extensions, renewals, modifications, replacements or substitutions to any of the foregoing.

As used in this Paragraph 1, the terms Mortgagor and Borrower shall include and also mean any Mortgagor or Borrower if more than one.

2. **REPRESENTATIONS, WARRANTIES AND COVENANTS.** Mortgagor represents, warrants and covenants to Lender that:

(a) Mortgagor shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Mortgage and those described in Schedule B which is attached to this Mortgage and incorporated herein by reference, which Mortgagor agrees to pay and perform in a timely manner;

(b) Mortgagor is in compliance in all respects with all applicable federal, state and local laws and regulations, including, without limitation, those relating to "Hazardous Materials", as defined herein, and other environmental matters (the "Environmental Laws"), and neither the federal government nor the State of Wyoming or any other governmental or quasi governmental entity has filed a lien on the Property, nor are there any governmental, judicial or administrative actions with respect to environmental matters pending, or to the best of the Mortgagor's knowledge, threatened, which involve the Property. Neither Mortgagor nor, to the best of Mortgagor's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any Hazardous Materials as defined herein, in connection with the Property or transported any Hazardous Materials to or from the Property. Mortgagor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) friable or nonfriable asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; and (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect. Mortgagor shall not lease or permit the sublease of the Property to a tenant or subtenant whose operations may result in contamination of the Property with Hazardous Materials or toxic substances;

(c) All applicable laws and regulations (including, without limitation, the Americans with Disabilities Act, 42 U.S.C. 12101 et seq. (and all regulations promulgated thereunder) and all zoning and building laws and regulations) relating to the Property by virtue of any federal, state or municipal authority with jurisdiction over the Property presently are and shall be observed and complied with in all material respects, and all rights, licenses, permits, and certificates of occupancy (including but not limited to zoning variances, special exceptions for nonconforming uses, and final inspection approvals), whether temporary or permanent, which are materials to the use and occupancy of the Property, presently are and shall be obtained, preserved and, where necessary, renewed;

(d) Mortgagor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Mortgagor at any time;

(e) No action or proceeding is or shall be pending or threatened which might materially affect the Property; and

(f) Mortgagor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage.

3. **PRIOR MORTGAGES.** Mortgagor represents and warrants that there are no prior mortgages or deeds of trust affecting any part of the Property except as set forth on Schedule B attached to this Mortgage which Mortgagor agrees to pay and perform in a timely manner. If there are any prior mortgages or deeds of trust then Mortgagor agrees to pay all amounts owed, and perform all obligations required, under such mortgages or deeds of trust and the indebtedness secured thereby and further agrees that a default under any prior mortgage or deed of trust shall be a default under this Mortgage and shall entitle Lender to all rights and remedies contained herein or in the Obligations to which Lender would be entitled in the event of any other default.

4. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN MORTGAGORS OR BORROWERS. In the event of a sale, conveyance, lease, contract for deed or transfer to any person of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Mortgagor (if Borrower or Mortgagor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity), Lender may, at its option declare the outstanding principal balance of the Obligations plus accrued interest thereon immediately due and payable, or, at Lender's sole option, Lender may consent to said conveyance in writing and may increase the interest rate of the Obligations to the interest rate which Lender would then commit to make a first mortgage loan of similar character with similar security, as determined by Lender in its sole discretion, or compensate Lender for such increased risk resulting from the breach of the foregoing covenants. At Lender's request, Mortgagor or Borrower, as the case may be, shall furnish a complete statement setting forth all of its stockholders or partners, as appropriate, and the extent of their respective stock ownership or partnership interests.

5. ASSIGNMENT OF RENTS. In consideration of the Obligations, which are secured by this Mortgage, Mortgagor absolutely assigns to Lender all Mortgagor's estate, right, title, interest claim and demand now owned or hereafter acquired in all existing and future leases of the Property (including extensions, renewals and subleases), all agreements for use and occupancy of the Property (all such leases and agreements whether written or oral, are hereafter referred to as the "Leases"), and all guaranties of lessees' performance under the Leases, together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues, profits and other income of any nature now or hereafter due (including any income of any nature coming due during any redemption period) under the Leases or from or arising out of the Property including minimum rents, additional rents, percentage rents, parking or common area maintenance contributions, tax and insurance contributions, deficiency rents, liquidated damages following default in any Lease, all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability caused by destruction or damage to the Property, all proceeds payable as a result of a lessee's exercise of an option to purchase the Property all proceeds derived from the termination or rejection of any Lease in a bankruptcy or other insolvency proceeding, and all proceeds from any rights and claims of any kind which Mortgagor may have against any lessee under the Leases or any occupants of the Property (all of the above are hereafter collectively referred to as the "Rents"). This assignment is subject to the right, power and authority given to the Lender to collect and apply the Rents. The lien created by this assignment is intended to be specific, perfected, and choate upon the recording of this Mortgage. As long as there is no default under the Obligations or this Mortgage, Lender grants Mortgagor a revocable license to collect all Rents from the Leases when due and to use such proceeds in Mortgagor's business operations. However, Lender may at any time require Mortgagor to deposit all Rents into an account maintained by Mortgagor or Lender at Lender's Institution. Upon default in the payment of, or in the performance of, any of the Obligations, Lender may at its option take possession of the Property and have, hold, manage, lease and operate the Property on terms and for a period of time that Lender deems proper. Lender may proceed to collect and receive all Rents, from the property, and Lender shall have full power to periodically make alterations, renovations, repairs or replacements to the Property as Lender may deem proper. Lender may apply all Rents to the payment of the cost of such alterations, renovations, repairs and replacements and any expenses incident to taking and retaining possession of the Property and the management and operation of the Property. Lender may keep the Property properly insured and may discharge any taxes, charges, claims, assessments and other liens which may accrue. The expense and cost of these actions may be paid from the Rents received, and any unpaid amounts shall be added to the principal of the Obligations. These amounts, together with other costs, shall become part of the Obligations secured by this Mortgage.

6. LEASES AND OTHER AGREEMENTS. Mortgagor shall not take or fail to take any action which may cause or permit the termination or the withholding of any payment in connection with any Lease or other agreement ("Agreement") pertaining to the Property. In addition, Mortgagor, without Lender's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Mortgagor's rights, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Mortgagor receives at any time any written communication asserting a default by Mortgagor under an Agreement or purporting to terminate or cancel any Agreement, Mortgagor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender. All such Agreements and the amounts due to Mortgagor thereunder are hereby assigned to Lender as additional security for the Obligations.

7. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lender shall be entitled to notify or require Mortgagor to notify any third party (including, but not limited to, lessees, licensees, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Mortgagor with respect to the Property (cumulatively "Indebtedness") whether or not a default exists under this Mortgage. Mortgagor shall diligently collect the Indebtedness owing to Mortgagor from these third parties until the giving of such notification. In the event that Mortgagor possesses or receives possession of any instruments or other remittances with respect to the Indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any Indebtedness or the payment of any insurance or condemnation proceeds, Mortgagor shall hold such instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required, to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral upon, or otherwise settle any of the Indebtedness whether or not an event of default exists under this Agreement. Lender shall not be liable to Mortgagor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Notwithstanding the foregoing, nothing herein shall cause Lender to be deemed a mortgagee in possession.

8. USE AND MAINTENANCE OF PROPERTY. Mortgagor shall take all actions and make any repairs needed to maintain the Property in good condition. Mortgagor shall not commit or permit any waste to be committed with respect to the Property. Mortgagor shall use the Property solely in compliance with applicable law and insurance policies. Mortgagor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the beneficial interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Mortgagor's sole expense.

9. LOSS OR DAMAGE. Mortgagor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any cause whatsoever. In the event of any Loss or Damage, Mortgagor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.

10. INSURANCE. The Property will be kept insured for its full insurable value (replacement cost) against all hazards including loss or damage caused by flood, earthquake, tornado and fire, collision, theft or other casualty to the extent required by Lender. Mortgagor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least 30 days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a loss payee and provide that no act or omission of Mortgagor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. In the event Mortgagor fails to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and the insurance cost shall be an advance payable and bearing interest as described in Paragraph 21 and secured hereby. Mortgagor shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Mortgagor in making and settling claims under insurance policies, cancelling any policy or endorsing Mortgagor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constantly assigned, pledged and delivered to Lender for further securing the Obligations. In the event of loss, Mortgagor shall immediately give Lender written notice and Lender is authorized to make proof of loss. Each insurance company is directed to make payments directly to Lender instead of to Lender and Mortgagor. Lender shall have the right, at its sole option, to apply such monies toward the Obligations or toward the cost of rebuilding and restoring the Property. Any amounts may at Lender's option be applied in the inverse order of the due dates thereof.

11. ZONING AND PRIVATE COVENANTS. Mortgagor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Mortgagor's use of the Property becomes a nonconforming use under any zoning provision, Mortgagor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Mortgagor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.

12. CONDEMNATION. Mortgagor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Mortgagor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property.

13. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS. Mortgagor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Mortgagor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Mortgagor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name.

14. INDEMNIFICATION. Lender shall not assume or be responsible for the performance of any of Mortgagor's obligations with respect to the Property under any circumstances. Mortgagor shall immediately provide Lender with written notice of and indemnify and hold Lender and its shareholders, directors, officers, employees and agents harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses), causes of action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Mortgagor, upon the request of Lender, shall hire legal counsel to defend Lender from such Claims, and pay the attorneys' fees, legal expenses and other costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Mortgagor's cost. Mortgagor's obligation to indemnify Lender under this paragraph shall survive the termination, release or foreclosure of this Mortgage.

15. TAXES AND ASSESSMENTS. Mortgagor shall pay all taxes and assessments relating to Property when due and immediately provide Lender evidence of payment of same. Upon the request of Lender, Mortgagor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance premium, taxes and assessments pertaining to the Property. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so held to pay [redacted] or against the Obligations. Any funds applied [redacted] may, at Lender's option, be applied in reverse order of the due date thereof. [redacted]

[redacted] [redacted] [redacted]

16. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Mortgagor shall allow Lender or its agents to examine and inspect the Property and examine, inspect and make copies of Mortgagor's books and records pertaining to the Property from time to time. Mortgagor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Mortgagor's books and records shall be genuine, true, accurate and complete in all respects. Mortgagor shall note the existence of Lender's beneficial interest in its books and records pertaining to the Property. Additionally, Mortgagor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Mortgagor's financial condition or the Property. The information shall be for such periods, shall reflect Mortgagor's records at such time, and shall be rendered with such frequency as Lender may designate. All information furnished by Mortgagor to Lender shall be true, accurate and complete in all respects, and signed by Mortgagor if Lender requests.

17. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Mortgagor shall deliver to Lender, or any intended transferee of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance on the Obligations; and (b) whether Mortgagor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature or such claims, defenses, set-offs or counterclaims. Mortgagor will be conclusively bound by any representation that Lender may make to the intended transferee with respect to these matters in the event that Mortgagor fails to provide the requested statement in a timely manner.

18. DEFAULT. Mortgagor shall be in default under this Mortgage in the event that Mortgagor, Borrower or any guarantor of any Obligation:

(a) fails to pay any Obligation to Lender when due;
(b) fails to perform any Obligation or breaches any warranty or covenant to Lender contained in this Mortgage or any other present or future agreement;
(c) destroys, loses or damages the Property in any material respect or the Property becomes subject to seizure, confiscation or condemnation;
(d) seeks to revoke, terminate or otherwise limit its liability under any guaranty to Lender or any individual guarantor dies;
(e) dies, becomes legally incompetent, is dissolved or terminated, becomes insolvent, makes an assignment for the benefit of creditors, fails to pay debts as they become due, files a petition under the federal bankruptcy laws, has an involuntary petition in bankruptcy filed in which Mortgagor, Borrower or any guarantor is named or has property taken under any writ or process of court;
(f) allows goods to be used on, transported or stored on the Property, the possession, transportation, or use of which, is illegal;
(g) allows any party other than Mortgagor or Borrower to assume or undertake any Obligation without the written consent of Lender; or
(h) causes Lender to deem itself insecure due to a significant decline in the value of the Property; or Lender, in good faith, believes that the prospect of payment or performance is impaired.

19. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):

(a) to declare the Obligations immediately due and payable in full;
(b) to collect the outstanding Obligations with or without resorting to judicial process;
(c) to require Mortgagor to deliver and make available to Lender any personal property or Chattels constituting the Property at a place reasonably convenient to Mortgagor and Lender;
(d) to enter upon and take possession of the Property without applying for or obtaining the appointment of a receiver and, at Lender's option, to appoint a receiver without bond, without first bringing suit on the Obligations and without otherwise meeting any statutory conditions regarding receivers, it being intended that Lender shall have this contractual right to appoint a receiver;
(e) to employ a managing agent of the Property and let the same, in the name of Lender or in the name of Mortgagor, and receive the rents, incomes, issues and profits of the Property and apply the same, after payment of all necessary charges and expenses, on account of the Obligations;
(f) to pay any sums in any form or manner deemed expedient by Lender to protect the security of this Mortgage or to cure any default other than payment of interest or principal on the Obligations;
(g) to foreclose this Mortgage either by suit at law or equity, as Lender may elect, or to foreclose this Mortgage by advertisement and sale of the property at public venue for cash, according to Wyoming statutes governing mortgage foreclosures;
(h) to set-off Mortgagor's Obligations against any amounts owed Mortgagor by Lender including, but not limited to, monies, instruments, and deposit accounts maintained with Lender or any currently existing or future affiliate of Lender; and
(i) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Mortgagor, Mortgagor waives the posting of any bond which might otherwise be required. Lender or Lender's designee may purchase the Property at any sale. The Property or any part thereof may be sold in one parcel, or in such parcels, manner or order as Lender in its sole discretion may elect, and one or more exercises of the power herein granted shall not extinguish or exhaust the power unless the entire Property are sold or the Obligations paid in full.

20. SECURITY INTEREST UNDER THE UNIFORM COMMERCIAL CODE. This Mortgage shall be considered a financing statement pursuant to the provisions of the Uniform Commercial Code covering fixtures, chattels, and articles of personal property now owned or hereafter attached to or to be used in connection with the Property together with any and all replacements thereof and additions thereto (the "Chattels"), and Mortgagor hereby grants Lender a security interest in such Chattels. The debtor is the Mortgagor described above. The secured party is the Lender described above. Upon demand, Mortgagor shall make, execute and deliver such security agreements (as such term is defined in the Uniform Commercial Code of Wyoming) as Lender at any time may deem necessary or proper or require to grant to Lender a perfected security interest in the Chattels, and upon Mortgagor's failure to do so, Lender is authorized to sign any such agreement as the agent of Mortgagor. Mortgagor hereby authorizes Lender to file financing statements (as such term is defined in said Uniform Commercial Code) with respect to the Chattels, at any time, without the signature of Mortgagor. Mortgagor will, however, at any time upon request of Lender, sign such financing statements. Mortgagor will pay all filing fees for the filing of such financing statements and for the refiling thereof at the times required, in the opinion of Lender, by said Uniform Commercial Code. If the lien of this Mortgage be subject to any security agreement covering the Chattels, then in the event of any default under this Mortgage, all the right, title and interest of Mortgagor in and to any and all of the Chattels is hereby assigned to Lender, together with the benefit of any deposits or payments now or hereafter made thereof by Mortgagor or the predecessors or successors in title of Mortgagor in the Property.

21. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Lender, at Lender's option, may expend funds (including attorneys' fees and legal expenses) to perform any act required to be taken by Mortgagor or to exercise any right or remedy of Lender under this Mortgage. Upon demand, Mortgagor shall immediately reimburse Lender for all such amounts expended by Lender together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the beneficial interest granted herein. If the Obligations are paid after the beginning of publication of notice of sale, as herein provided, or in the event Lender shall, at its sole option, permit Mortgagor to pay any part of the Obligations after the beginning of publication of notice of sale, as herein provided, then, Mortgagor shall pay on demand all expenses incurred by the Lender in connection with said publication, including reasonable attorneys' fees to the attorneys for the Lender, and this Mortgage shall be security for all such expenses and fees.

22. APPLICATION OF PAYMENTS. All payments made by or on behalf of Mortgagor may be applied against the amounts paid by Lender (including attorneys' fees and legal expenses) in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Lender chooses.

23. POWER OF ATTORNEY. Mortgagor hereby appoints Lender as its attorney-in-fact to endorse Mortgagor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Mortgagor under this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Mortgagor from any Obligation or cure any default under this Mortgage. The powers of attorney described in this Mortgage are coupled with an interest and are irrevocable.

24. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.

25. COLLECTION COSTS. To the extent permitted by law, Mortgagor agrees to pay Lender's reasonable fees and costs, including but not limited to fees and costs of attorneys and other agents (including without limitation paralegals, clerks and consultants), which are incurred by Lender in collecting any amount due or enforcing any right or remedy under this Mortgage or any other agreement between Mortgagor and Lender, all whether or not suit is brought and including but not limited to fees and costs incurred on appeal, in bankruptcy, and for post-judgment collection actions and whether or not such attorney is an employee of Lender.

26. PARTIAL RELEASE. Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Nothing herein shall be deemed to obligate Lender to release any of its interest in the Property, nor shall Lender be obligated to release any part of the Property if Mortgagor is in default under this Mortgage.

27. MODIFICATION AND WAIVER. The modification or waiver of any of Mortgagor's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by Lender. Lender may perform any of Borrower's or Mortgagor's Obligations, delay or fail to exercise any of its rights or accept payments from Mortgagor or anyone other than Mortgagor without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Mortgagor's Obligations under this Mortgage shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the Obligations belonging to any Mortgagor, Borrower or third party or any of its rights against any Mortgagor, Borrower or third party or any of the Property. Lender's failure to insist upon strict performance of any of the Obligations shall not be deemed a waiver and Lender shall have the right at any time thereafter to insist upon strict performance.

28. SUCCESSORS AND ASSIGNS. This Mortgage shall be binding upon and inure to the benefit of Mortgagor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees and devisees.

29. NOTICES. Except as otherwise required by law, any notice or other communication to be provided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties may designate in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given three (3) days after such notice is sent and any other such notice shall be deemed given when received by the person to whom such notice is being given.

30. SEVERABILITY. If any provision of this Mortgage violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable.

31. APPLICABLE LAW. This Mortgage shall be governed by the laws of the State of Wyoming. Unless applicable law provides otherwise, Mortgagor consents to the jurisdiction and venue of any court selected by Lender, in its sole discretion, located in Wyoming.

32. MISCELLANEOUS. Mortgagor and Lender agree that time is of the essence. Mortgagor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Mortgagor in this Mortgage shall include all persons signing below. If there is more than one Mortgagor, their Obligations shall be joint and several. This Mortgage represents the complete integrated understanding between Mortgagor and Lender pertaining to the terms and conditions hereof.

33. RELEASE AND WAIVER OF HOMESTEAD. 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 Mortgagor is lawfully seized of said Property, that it is free from all encumbrances, and hereby covenants to warrant and defend the title of said Property against the lawful claims of all persons whomsoever.

Any Mortgagor who signs this Mortgage but does not execute the Note or Agreement evidencing the Obligations (the "Note"): (a) is signing this document to grant and convey their interest in the Property under the terms of this document; (b) is not personally obligated to pay the Note; (c) agrees that Lender and any Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this document or the Note without that Mortgagor's consent; (d) hereby releases and forever quit-claims unto Lender, as Mortgagee, all his/her rights of homestead in and to the Property.

34. ADDITIONAL TERMS.

Mortgagor acknowledges that Mortgagor has read, understands, and agrees to the terms and conditions of this Mortgage.

IN WITNESS HEREOF, Mortgagor has executed this instrument either individually or has caused this instrument to be executed and delivered in its name by its duly authorized representative on the date of the acknowledgment.

Dated this 1ST day of MARCH, 1994.

MORTGAGOR: **RAMESH P DAVE**

RAMESH P DAVE

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR: **PRAMODINI R DAVE**

PRAMODINI R DAVE

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

STATE OF WYOMING NEW HAMPSHIRE)
) ss:
COUNTY OF GRAFTON)

On this 20 day of FEBRUARY, 1994, before me personally appeared RAMESH P DAVE AND PRAMODINI R. DAVE to me known to be the person(s) described in and who executed the executed the foregoing instrument, and acknowledged that RAMESH P. DAVE & PRAMODINI R. DAVE executed the same as A free act and deed, including the release and waiver of the right of homestead.

Given under my hand and seal this 20 day of FEBRUARY, 1994.

(SEAL)

Notary Public

My Commission Expires: My Commission Expires Nov. 7, 1995

STATE OF ~~WYOMING~~ NEW HAMPSHIRE)
) ss:
COUNTY OF GRAFTON)

On this 20 day of FEBRUARY, 1994, before me personally appeared PRAMODINI R. DAVE to me personally known, who, being by me duly sworn, did say that he/she/they are the PRAMODINI R. DAVE respectively, of said FRANCONIA, N.H., executing the foregoing instrument, that said instrument was signed on behalf of said , by authority of its , and the above signed person(s) acknowledged the execution of said instrument to be the free act and deed of said .

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

Notary Public

My Commission Expires:

RELEASE OF HOMESTEAD RIGHTS:

STATE OF WYOMING)
) ss:
COUNTY OF LARAMIE)

On this day of , , before me personally appeared to me known to be the spouse of , and who executed the foregoing instrument for purposes of waiving and relinquishing his/her homestead rights, acknowledged that he/she had been fully advised of his/her rights and the effect of signing, and acknowledged that he/she executed the foregoing instrument as his/her free act and deed.

Given under my hand and seal this day of , .

(SEAL)

Notary Public

My Commission Expires:

SCHEDULE A

METES AND BOUNDS LEGAL DESCRIPTION ATTACHED

SCHEDULE B

AFTER RECORDING RETURN TO LENDER AT ITS ADDRESS DESCRIBED ABOVE.

2609

ATTACHMENT DAVE MORTGAGE

A tract of land located in the NW/4NW/4 of Section 9, Township 33 North, Range 109 West of the 6th P.M., Sublette County, Wyoming and more particularly described as follows: Beginning at the northeast corner of the NW/4NW/4 of said Section 9; thence S.00°04'15"E., along the east line of the NW/4NW/4, a distance of 1320.87 feet to the southeast corner of the NW/4NW/4; thence S.89°34'00"W., along the south line of the NW/4NW/4, a distance of 815.51 feet to a point on the east boundary of the Redstone New Fork River Subdivision, a subdivision of record; thence along the east boundary of said subdivision through the following traverse: thence N.52°01'44"W., a distance of 35.77 feet; thence N.32°56'10"W., a distance of 111.73 feet; thence N.32°54'40"W., a distance of 241.00 feet; thence N.08°59'13'W., a distance of 149.12 feet; thence N.04°24'35"W., a distance of 217.96 feet; thence N.28°36'24"W., a distance of 296.74 feet; thence N.44°10'56"E., a distance of 135.69 feet; thence N.87°34'18"E., a distance of 162.28 feet; thence N.19°33'14"W., a distance of 203.99 feet; thence N.23°47'43"W., a distance of 85.57 feet to a point on the north line of the NW/4NW/4; thence N.89°30'37"E., along the north line of the NW/4NW/4, a distance of 1062.01 feet to the point of beginning.

Parcel 2:

A tract of land located in the SW/4SW/4 of Section 4, Township 33 North, Range 109 West of the 6th P.M., Sublette County, Wyoming and more particularly described as follows: Beginning at a point on the east line of said SW/4SW/4, which bears S.00°36'45"W., a distance of 1069.64 feet from the NE corner of the SW/4SW/4; thence from said Point of Beginning S.00°36'45"W., along the east line of the SW/4SW/4, a distance of 262.80 feet to the SE corner of the SW/4SW/4; thence S.89°30'37"W., along the south line of the SW/4SW/4, a distance of 651.53 feet; thence N.00°36'00"E., a distance of 264.12 feet; thence N.89°37'36"E., a distance of 651.56 feet to the Point of Beginning.

RECORDED March 25, 1994 10:30AM
IN BOOK 59 mtg. PAGE 270
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

24574
245744

FHA MORTGAGE

FHA Case No.
591-0732553-703

State of Wyoming

THIS MORTGAGE ("Security Instrument") is given on March 21, 1994 .
The Mortgagor is
Sherry D. Zarlingo, A Single Woman formally known as Sherry D. Zarlingo Greenhalgh
whose address is 344 S. Shanley, Pinedale, WY 82941
("Borrower"). This Security Instrument is given to
Wallick and Volk, Inc.
which is organized and existing under the laws of The State of Wyoming , and whose address is 222 E. 18th Street, Cheyenne, WY 82001
("Lender"). Borrower owes Lender the principal sum of
Sixty Two Thousand Four Hundred Eighteen Dollars and no/100
Dollars (U.S. $ 62,418.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on April 1, 2024 . 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 6 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 the power of sale, the following described property located in Sublette County, Wyoming.

Lot 12, Block 3 of the Redstone First Addition to the Town of Pinedale, Sublette County, Wyoming.

which is the address of 344 S. Shanley, Pinedale
[Street] [City]
Wyoming 82941 ("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.

Rlsd. Bk 22 Rel. Pg. 695 7-15-03

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by Paragraph 4.

Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become delinquent.

If at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. In any year in which the Lender must pay a mortgage insurance premium to the Secretary, each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary; or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by lender as follows:
First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;
Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance primiums, as required;
Third, to interest due under the Note;
Fourth, to amortization of the principal of the Note;
Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lenders of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the property if the property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other 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, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

7. 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 place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly

Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the note secured thereby not be eligible for insurance under the National Housing Act within 180 days from the date hereof, Lender may, at its option and notwithstanding anything in Paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 180 days from the date hereof, declining to insure this Security Instrument and the note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of 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 successor 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.

12. 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 9.b. 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 accomodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. 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 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.

14. 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.

15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

ZARLINGO,S D PI
253104

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

17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender 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 17, including, but not limited to, reasonable attorneys' fees and costs of the 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 13. Lender shall publish 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.

18. 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.

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

Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants 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 in a part of this Security Instrument. [Check applicable box(es)].

☐ Condominium Rider ☐ Graduated Payment Rider ☐ Growing Equity Rider

☐ Planned Unit Development Rider ☐ Other [Specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in pages 1 through 4 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

_____ Sherry D. Zarlingo (Seal) Borrower
Sherry D. Zarlingo

_____ _____ (Seal) Borrower

_____ (Seal) Borrower

_____ (Seal) Borrower

STATE OF WYOMING, County ss: Sublette

The foregoing instrument was acknowledged before me this Twenty First Day of March, 1994 (date) by Sherry D. Zarlingo, A Single Woman (person acknowledging)

My Commission expires: 8-19-97

_____ Notary Public

SYLVIA ELY
County of
Sublette
My Commission Expires: 8-19-97
Notary Public
State of
Wyoming

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That KeyCorp Mortgage Inc., a banking corporation organized and doing business under the laws of the State of Wyoming, and having its principal office at 18th Street and Carey Avenue, Cheyenne, Wyoming 82001 in said State, Party of the First Part, in pursuance of a resolution of the directors of said company, and in consideration of the sum of Sixty Eight Thousand One Hundred Eighty Six and No/100ths---------- Dollars to it in hand paid by Wyoming Community Development Authority, Party of the Second Part, the receipt whereof is hereby acknowledged, has sold and by these presents does sell, assign and transfer unto the said party of the second part a certain Indenture of Mortgage bearing date the 16th day of February, in the year One Thousand Nine Hundred and Ninety Four, made by Martin Ferwerda III, A Single Person in favor of KeyCorp Mortgage Inc. and conveying the following described property:

Lot 7, Block 4, Hennick's Second Addition to the Town of Pinedale, Sublette County, Wyoming.

245759

RECORDED March 28, 1994 11:10AM
IN BOOK 59 Mtg. PAGE 274
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

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 17th day of February, in the year 19 94, in Book 59 of Mortgages, at Page 109, 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 Senior Vice President, and sealed with its corporate seal, attested by its R.E. Loan Officer, this 24th day of February, 1994.

KEYCORP MORTGAGE INC.

By: Darwin D. Pace
Darwin D. Pace, Senior Vice President

ATTEST:

R.E. Loan Officer

THE STATE OF WYOMING)
) ss
COUNTY OF LARAMIE)

On this 24th day of February, 1994, before me appeared Darwin D. Pace, to me personally known, who, being by me duly sworn, did say that he is the Senior Vice President of KeyCorp Mortgage Inc. and that the seal affixed to said instrument is the corporate seal of said corporation by authority of its Board of Directors, and said Senior Vice President acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand notarial seal this 24th day of February, 1994.

MARGARET D. LOPEZ – NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires

Notary Public

My Commission Expires: November 8, 1996

REL - 101A (6-87)

274

Fogarty Draw 16-18-22 275

Form 3000 3
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.
WYW-38071

Lease Effective Date
(Anniversary Date)
February 1, 1973

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* SAMEDAN OIL CORPORATION
   Street 1050 Seventeenth Street, Suite 1100
   City, State, ZIP Code Denver, Colorado 80265

*If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☒ Record Title, ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 111 West Section 21: S/2 containing 320.00 acres, more or less, Sublette County, Wyoming	37.5%	37.5%	-0-	-0-	6.0%

245761

RECORDED March 28, 1994 3:00PM
IN BOOK 59 mtg. PAGE 235
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

☐ Assignment approved for land description indicated on reverse of this form.

By _____ _____
(Authorized Officer) (Title) (Date)

On this 16th day of [redacted] RICHARD G. FORTMANN [redacted] to me personally k[redacted]n, being by me duly sworn did say that he is the President of Sierra Energy Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said RICHARD G. FORTMANN acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 16th day of March A. D. 1994

Elaine L. Price
Notary Public

(SEAL)

ELAINE L. PRICE
Notary Public - State of Nevada
Appointment Recorded in Washoe County
MY APPOINTMENT EXPIRES OCT. 12, 1994

STATE OF COLORADO)
)
COUNTY OF DENVER)

On this 21ST day of March 1994, before me personally appeared R. P. McCuistion, to me personally known, who by me sworn, did say that he is the Region Manager of Samedan Oil Corporation, and that said Corporation by authority of its Board of Directors and said R. P. McCuistion acknowledged said instrument to be the free act and deed of said Corporation.

WITNESS my official signature and seal at Denver, Colorado, on the month, day, and year first above written.

My Commission Expires:
My Commission Expires Mar 29, 1998
[illegible] Denver CO 80265

Notary Public

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in either public domain or acquired lands, do not exceed 200,000 acres in oil and gas options or 246,080 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Effective July 1, 1993, but

Executed this 16th day of March, 19 94

SIERRA ENERGY COMPANY

Name of Assignor as shown on current lease

Please type or print

Assignor [signature]
(Signature)

ATTEST: Rebecca M. Anne
Assistant Corporate Secretary

P.O. Box 20200
(Assignor's Address)

Reno NV 89520
(City) (State) (Zip Code)

Executed this 21 day of March, 19 94

SAMEDAN OIL CORPORATION

Assignee [signature]

or R.P. McCuistion (Signature) Region Manager

~~Attorney-in-fact~~

(Signature)

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

277

Asn. Bk 65 pg. 372 6/27/94
Rlsd. Bk 18 pg. 121 6/27/94

245788

RECORDED March 30, 1994 3:30PM
IN BOOK 59 Mtg. PAGE 277
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Euston

WHEN RECORDED MAIL TO:

Fleet Mortgage Corp.
392 East 6400 South, Suite 250
Murray, Utah 84107

FMC# 777445-0

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 25, 1994. The mortgagor is **GIL ANTHONY WINTERS and JENNIFER WINTERS, HUSBAND AND WIFE** ("Borrower"). This Security Instrument is given to **FLEET MORTGAGE CORP.**, which is organized and existing under the laws of **THE STATE OF RHODE ISLAND**, and whose address is **11200 WEST PARKLAND AVENUE, MILWAUKEE, WISCONSIN 53224** ("Lender"). **Borrower** owes Lender the principal sum of **FORTY-TWO THOUSAND AND 00/100ths** Dollars (U.S.**$42,000.00**). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **APRIL 1, 2004**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in **SUBLETTE** County, Wyoming:

LOT 8 OF THE ORCUTT HILL SUBDIVISION, UNIT 1, SUBLETTE COUNTY, WYOMING.

which has the address of **19 ORCUTT HILL DRIVE, PINEDALE,** [Street] [City]
Wyoming **82941** ("Property Address");
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Fu[redacted] be held in an institution whose deposits [redacted]ured by a federal agency, instrumentalit[redacted]ty (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under 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 (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 or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. 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.

12. 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.

13. 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.

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 as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this par[redacted]. "Environmental Law" means federal [redacted] laws of the jurisdiction where the Prop[redacted]ocated that relate to health, safety or environmental protection.

NON-U[redacted] COVENANTS. Borrower and Lender [redacted]ovenant and agree as follows: [redacted]

21: Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (out not prior to acceleration under paragraph 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 21, 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.

22. 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.

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

24. 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	☐ 1-4 Family Rider
☐ Graduated Payment Rider	☐ Planned Unit Development Rider	☐ Biweekly Payment Rider
☐ Balloon Rider	☐ Rate Improvement Rider	☐ Second Home 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.

Witnesses:

.....

Gil Anthony Winters .....(Seal)
GIL ANTHONY WINTERS -Borrower

Social Security Number **520-82-7693**

.....

Jennifer Winters .....(Seal)
JENNIFER WINTERS -Borrower

Social Security Number **520-86-9906**

.....(Seal)
-Borrower

Social Security Number .....

.....(Seal)
-Borrower

Social Security Number .....

[Space Below This Line For Acknowledgment]

STATE OF WYOMING)
) ss:
COUNTY OF SUBLETTE)

On this 25th day of March, 1994, before me personally appeared **GIL ANTHONY WINTERS** and **JENNIFER WINTERS, HUSBAND AND WIFE**, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that ....h.... executed the same as ....h.... free act and deed.

Penny Fretheim
.....
Notary Public

My commission expires on the 16th day of Dec., 1995.

PENNY FRETHEIM - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES DECEMBER 16, 1995

This Instrument was prepared by:

Fleet Mortgage Corp.
392 EAST 6400 SOUTH, SUITE 250
MURRAY, UTAH 84107

-2E-C

LORENZEN, J.R.
250761

281

Assigned BK 59 mtg 371
Rlsd. Bk 24 Rel. pg. 193 9/22/04

245794

RECORDED March 31, 1994 12:15PM
IN BOOK 59 mtg. PAGE 281
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

FHA MORTGAGE

FHA Case No.
591-0732445-703

State of Wyoming

THIS MORTGAGE ("Security Instrument") is given on March 25, 1994
The Mortgagor is
Justin R. Lorenzen, A Married Man
whose address is 1201 Piney Drive, Big Piney, WY 83113
("Borrower"). This Security Instrument is given to
Wallick and Volk, Inc.
which is organized and existing under the laws of The State of Wyoming , and whose address is 222 E. 18th Street, Cheyenne, WY 82001
("Lender"). Borrower owes Lender the principal sum of
Forty Six Thousand Nine Hundred Sixty Nine Dollars and no/100
Dollars (U.S. $ 46,969.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on April 1, 2024 . 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 6 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 the power of sale, the following described property located in Sublette County, Wyoming.

Lot 13 of the Guio Third Addition to the Town of Big Piney, Sublette County, Wyoming

which is the address of 1201 Piney Drive, 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.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by Paragraph 4.

Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become delinquent.

If at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. In any year in which the Lender must pay a mortgage insurance premium to the Secretary, each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary; or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;
Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance primiums, as required;
Third, to interest due under the Note;
Fourth, to amortization of the principal of the Note;
Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lenders of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the property if the property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other 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, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

7. 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 place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly

Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the note secured thereby not be eligible for insurance under the National Housing Act within 180 days from the date hereof, Lender may, at its option and notwithstanding anything in Paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 180 days from the date hereof, declining to insure this Security Instrument and the note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of 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 successor 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.

12. 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 9.b. 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 accomodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. 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 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.

14. 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.

15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

[redacted] [redacted] [redacted]

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

17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender 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 paragrapn 17, including, but not limited to, reasonable attorneys' fees and costs of the 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 13. Lender shall publish 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.

18. 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.

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

Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants 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 in a part of this Security Instrument. [Check applicable box(es)].

☐ Condominium Rider ☐ Graduated Payment Rider ☐ Growing Equity Rider

☐ Planned Unit Development Rider ☐ Other [Specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in pages 1 through 4 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

_____ Justin R. Lorenzen (Seal) Borrower

_____ _____ (Seal) Borrower

_____ (Seal) Borrower

_____ (Seal) Borrower

STATE OF WYOMING, County ss: Sublette

The foregoing instrument was acknowledged before me this Twenty Fifth Day of March, 1994 (date) by Justin R. Lorenzen, A Married Man (person acknowledging)

My Commission expires: 8-19-97

_____ Notary Public

SYLVIA ELY
County of
Sublette
My Commission Expires: 8-19-97
Notary Public
State of
Wyoming

SUBORDINATION OF HOMESTEAD RIGHTS

285

I, the undersigned Kathy Lorenzen,
being the spouse of Justin R. Lorenzen,
for and in consideration of ten dollars and other good and valuable consideration hereby release, waive and subordinate any interest I have or may acquire by virtue of the homestead exemption laws of the State of Wyoming to that certain Mortgage dated March 25, 1994, in favor of Wallick & Volk, Inc., recorded March 31, 1994 in Book 59 of Mtg., page 281 of the records of Sublette County, Wyoming pertaining to the following described property:

Lot 13 Guio Third Addition to the Town of Big Piney
Sublette County, Wyoming

245795

RECORDED March 31, 1994 12:15 PM
IN BOOK 59 Mtg. PAGE 285
FEES $ 4.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

I agree that any interest I may have shall be subordinate and inferior to any current or future advances made by the lender under said Mortgage.

Dated this 22nd day of February 1994

Kathy Lorenzen
Kathy Lorenzen

STATE OF Wyoming)
)ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me
by Kathy Lorenzen

this 22nd day of February 1994

Witness my hand and official seal

My Commission expires 8-19-97

NOTARY PUBLIC

SYLVIA ELY
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
8-19-97

TOTAL P.03

[redacted] [redacted] [redacted]

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that Earl Andrew Moore, Mortgagor herein, of Big Piney, Sublette County, Wyoming, to secure the payment of $22,500.00 principal, plus interest, to be paid by Mortgagor by paying to Juanita Hintz, the Mortgagee, eighty four (84) monthly payments in the sum of $350.69 each, the first of said payments being due and payable May 1, 1994 and monthly thereafter for a total of eighty four such payments, all as evidenced by a Promissory Note, does hereby mortgage the following described real estate situated in Sublette County, State of Wyoming and more thoroughly described herein as follows to-wit:

> Lot Seven (7), Block Twelve (12), of the C.P. MacGlashan's First Addition to the Town of Big Piney, Sublette County, Wyoming, as the same appears on the official plat thereof located in the office of the County Clerk and Ex-officio Registrar of deeds for Sublette County, Wyoming.

The Mortgagor agrees to pay all taxes and assessments on said premises for the year 1994 (it being noted that said taxes were prorated at the time of closing) and continuing thereafter, and agrees to carry fire and casualty insurance on the subject premises in the amount of its reasonable value but not less than Twenty Five Thousand Dollars ($25,000.00); and in case he does not the Mortgagee may pay said taxes and said insurance and all amounts shall be added to and considered as part of the above indebtedness hereby secured. In case of default of payment of any payment due and payable pursuant to the subject promissory note, which by this reference is incorporated herein, or in the event of Mortgagor's failure to pay the taxes or carry insurance on the said premises as herein required or in the event of breach by Mortgagor of any term or condition contained in this mortgage or the promissory note hereby secured, then the whole indebtedness herein secured shall become due and payable, and the Mortgagees may proceed, pursuant to law, to foreclose on said property and in case of foreclosure the Mortgagor hereby agrees to pay all costs of the same, including a reasonable attorney's fee.

As part of the terms of the requirement to insure the subject

245800

RECORDED March 31, 1994 12:35PM By Cathy Sack
IN BOOK 59 Mtg. PAGE 286
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

Rlsd. Bk 20 pg. 590 11/21/00 -2EG

property as setforth in this mortgage, Mortgagor shall provide Mortgagee with a copy of all insurance policies on and/or pertaining to the subject property and the Mortgagee shall be an additional named insured or a loss payee on the policy of insurance providing for coverage for loss to the subject property. However, notwithstanding anything contained herein to the contrary, before default shall be declared for failure to provide proof of insurance, Mortgagor shall be given notice by the Mortgagee of Mortgagor's failure to provide a copy of the policy of insurance on the subject property and Mortgagor shall be given fifteen days from date of receipt of said notice to provide a copy of the policy or binder of coverage and a reasonable period of time to provide a copy of the insurance policy once the same is received from the insurance company. Also, in the event the policy or binder fails to show the Mortgagee as an additional named insured or as a loss payee on said policy, before default for said failure may be declared, Mortgagee shall deliver notice of said failure to Mortgagor and Mortgagor shall be given fifteen days from the date of receipt of notice of said failure to provide evidence that Mortgagee has been added as an additional named insured or as a loss payee on said policy.

Dated this 28th day of March, 1994.

Earl Andrew Moore
Earl Andrew Moore

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

This Mortgage was acknowledged before me by Earl Andrew Moore this 28th day of March, 1994.

Barbara Henry
Notary Public

My Commission Expires: 10/13/97

[redacted] [redacted] [redacted]

AFTER RECORDING MAIL TO:

ROCKY MOUNTAIN BANK, Federal Savings Bank
P.O. Box 1167
Cheyenne, WY 82003-1167

245801

RECORDED March 31, 19 94 12:40 pM
IN BOOK 59 mtg. PAGE 288
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

LOAN NO. 008-1017343

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on March 25, 1994 . The mortgagor is DAVID A. REED and WINIFRED J. REED, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to ROCKY MOUNTAIN BANK, Federal Savings Bank, which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose address is P.O. Box 1167, Cheyenne, WY 82003-1167 ("Lender"). Borrower owes Lender the principal sum of Sixty Seven Thousand Dollars 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 April 1, 2024 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 2 OF THE K&M ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING

which has the address of 963 WEST STUART 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, appurtenances, and 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.

Rlsd. Blk 20 Rel. Pg 78 8/17/99
Asn. Bk 75 Mtg Pg 731 6/7/99
Asn. Blk 64 Pg. 28 2/2/96

Assigned Bk 59 Mtg. Pg 438

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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. §2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under 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 (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 or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the periods that Lender requires) provided by

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an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. 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.

12. 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.

13. 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.

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 as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 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 21, 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

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LOAN NO. 008-1017343

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.

22. 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.

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

24. 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	☐ 1--4 Family Rider
☐ Graduated Payment Rider	☐ Planned Unit Development Rider	☐ Biweekly Payment Rider
☐ Balloon Rider	☐ Rate Improvement Rider	☐ Second Home 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.

Witnesses:

David A. Reed (Seal) -Borrower
DAVID A. REED
Social Security Number 520-60-7159

Winifred J. Reed (Seal) -Borrower
WINIFRED J. REED
Social Security Number 521-19-9312

(Seal) -Borrower
Social Security Number

(Seal) -Borrower
Social Security Number

[Space Below This Line For Acknowledgment]

STATE OF WYOMING, SUBLETTE **County ss:**

The foregoing instrument was acknowledged before me this 25th day of March, 1994
(date)

by DAVID A. REED and WINIFRED J. REED, HUSBAND AND WIFE
(person acknowledging)

Ladale G. Covington
Notary Public

My Commission expires:

LADALE G. COVINGTON - NOTARY PUBLIC
COUNTY OF SWEETWATER
STATE OF WYOMING
MY COMMISSION EXPIRES: 7-30-95

[redacted]

MORTGAGOR
"I" includes each mortgagor above.

MORTGAGEE
"You" means the mortgagee, its successors and assigns.

REAL ESTATE MORTGAGE: For value received, I, ANTHONY D. PIRO AND MARY A. PIRO, HUSBAND AND WIFE, mortgage, grant and convey to you, with power of sale, on NOVEMBER 29, 1993, 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: 1062 CREAR LANE (Street), PINEDALE (City), Wyoming 82941 (Zip Code)

LEGAL DESCRIPTION:

LOTS 6 AND 7, PINE CREEK SUBDIVISION, SUBLETTE COUNTY, WYOMING, AS THE SAME APPEARS OF RECORD ON THE OFFICIAL PLAT THEREOF FILED IN THE OFFICE OF THE COUNTY CLERK, SUBLETTE COUNTY, WYOMING.

Grantor: PIRO, ANTHONY D ET UX
Grantee: KEY BANK OF WYOMING
Doc 366120 bk 282 pg 0869-0871 Filed at 1:07 on 12/28/93
V Jolynn Coonce, Teton County Clerk fees: 10.00
By CLAIRE K ABRAMS Deputy

RELEASED
INDEXED

245802

RECORDED March 31, 1994 2:15pm
IN BOOK 59 mtg. PAGE 294
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

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):
KEY BANK OF WYOMING HOME EQUITY AGREEMENT DATED: NOVEMBER 29, 1993

The above obligation is due and payable on NOVEMBER 29, 2023 if not paid earlier.
The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of EIGHTY SEVEN THOUSAND AND NO/100S********** Dollars ($87,000.00**********), 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 pages 1 and 2 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.

X Anthony D. Piro
ANTHONY D. PIRO

X Mary A. Piro
MARY A. PIRO

ACKNOWLEDGMENT: STATE OF WYOMING, County of _____ } ss:

Individual or Corporation with Seal

[The foregoing instrument was acknowledged before me by Anthony D. Piro And Mary A. Piro this 10th Day of DECEMBER, 1993.

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.

OFFICIAL NOTARY SEAL
GEORGE A. HAZBOUN
Notary Public — California
ORANGE COUNTY
My Comm. Expires OCT 03,1994

George A. Hazboun
(Notary Public)

My commission expires: Oct 03, 1994

Rel. Rel. Bk 22 Rel. Pg. 243 12-16 02

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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 Interest. 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 it 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 the 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 page 1 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. Pursuant to law, when I have paid the secured debt in full, all underlying agreements have been terminated, and I have mailed to you a written request for the release, you will release this mortgage without charge to me within 30 days of your receipt of my request for the release. 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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA
County of ORANGE

On _____ (DATE) before me, GEORGE A. HAZBOUN (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"),

personally appeared ANTHONY D. PIRO & MARY A. PIRO (NAME(S) OF SIGNER(S)),

☒ 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 in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

OFFICIAL NOTARY SEAL
GEORGE A HAZBOUN
Notary Public — California
ORANGE COUNTY
My Comm. Expires OCT 03,1994

George A. HazBoun
SIGNATURE OF NOTARY

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

TITLE OR TYPE OF DOCUMENT MORTGAGE PAPERS for WYOMING LOTS

NUMBER OF PAGES 2 DATE OF DOCUMENT Dec 10, 1993

SIGNER(S) OTHER THAN NAMED ABOVE —

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☒ INDIVIDUALS
☐ CORPORATE OFFICER(S)

_____ TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

_____

_____

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MORTGAGE

THIS MORTGAGE granted from LARRY R. ECHOLS and KAREN C. ECHOLS, husband and wife, of Sweetwater County, Wyoming, hereinafter referred to as Mortgagor, to ELIZABETH A. ELLIS (and successors), AS TRUSTEE OF THE ANNE E. BARGER FAMILY TRUST, dated December 26, 1989, for the benefit of Anne E. Barger, Sweetwater County, Wyoming, hereinafter referred to as Mortgagee.

Mortgagor, for and in consideration of the sum of $11,306.25, to secure the indebtedness hereinafter set forth, does hereby mortgage to Mortgagee the real property situated in Sublette County, Wyoming, and described as:

> Lot 54, Big Country Ranches, Fourth Filing Unit B, Sublette County, Wyoming, as the same appears of record on the official plat thereof recorded in the office of the County Clerk, Sublette County, Wyoming;
>
> TOGETHER WITH all improvements and appurtenances thereto appertaining.

said indebtedness being payable as follows:

The principal balance of $11,306.25, together with interest thereon at the rate of 10% per annum, from the 4 th day of April, 1994, shall be payable in monthly installments of principal and interest in the amount of $149.44 each, the first payment being due on the 20 th day of April, 1994, and continuing monthly thereafter until the entire balance of principal and accrued interest are paid in full.

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

Mortgagor covenants and agrees as follows:

1. The lien of this mortgage shall remain in full force and effect during any postponement or extension of the time of payment of any part of the indebtedness secured hereby.

2. Mortgagor shall pay or cause to be paid all taxes and assessments (including without limitation any homeowner assessments) levied or assessed against the property beginning in 1994, and shall comply with all recordation and other laws affecting the security of this mortgage, at the expense of Mortgagor.

3. Mortgagor shall not permit the interest of Mortgagee 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.

4. If Mortgagor defaults in the payment of taxes, assessments, insurance premiums other lawful charges, Mortgagee may, without notice or demand, pay the same. Mortgagor covenants and agrees that all such sums of money so expended, together with all costs of enforcement and reasonable attorney's fees, shall be added to the debt hereby secured, and agrees to repay the same and all expenses so incurred by Mortgagee, with interest thereon from the date of payment at the interest rate provided in the note or notes secured hereby until repaid, and the same shall be a lien upon the property and be secured by this mortgage. Mortgagee is not required by this provision to advance such funds.

5. Should Mortgagor default in the performance of any of the terms and conditions of this mortgage by it to be performed, 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, Mortgagee may cause to be executed and delivered to the purchaser or purchasers a proper certificate of sale of the property so sold. Mortgagor agrees to pay all costs of enforcement and of foreclosure, including reasonable attorney's fees. The failure of Mortgagee to promptly foreclose following a default shall not prejudice any right of Mortgagee to foreclose thereafter during the continuance of such default or any right to foreclose in case of further default or defaults. The

RECORDED April 4 1994 3:00 PM
IN BOOK 59 Misc PAGE 297
FEES $ 10.00 [redacted] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

245819

proceeds from any such sale shall be applied to the payment of: (1st) the costs and expenses of the foreclosure and sale, including reasonable attorney's fees, and all money expended or advanced by Mortgagee pursuant to the provisions of this mortgage; (2nd) all unpaid taxes, assessments, claims and liens on the property which are superior to the lien of this mortgage; (3rd) the balance due to Mortgagee on account of principal and interest and late charges on the indebtedness hereby secured; and (4th) the surplus, if any, shall be paid to Mortgagor (subject to the rights of any junior lienholders).

6. If the property described herein is sold under foreclosure or otherwise and the proceeds are insufficient to pay the total indebtedness hereby secured, Mortgagor shall be personally bound to pay the unpaid balance of the note or notes secured hereby and any other indebtedness secured hereby, and Mortgagee shall be entitled to a deficiency judgment.

7. Upon notice of default pursuant to law or abandonment of the property and at any time prior to the expiration of any period of redemption following foreclosure sale, Mortgagee shall be entitled to enter upon, take possession of and manage the property and to collect any rents of the property, including those past due. Any rents so collected by Mortgagee shall be applied first to payment of the costs of management of the property and collection of rents, including, but not limited to, reasonable attorney's fees, and then to the sums secured by this mortgage.

8. 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. If all or any part of the property or an interest therein is sold or transferred by Mortgagor without written permission of Mortgagee, excluding the creation of a lien or encumbrance subordinate to this mortgage, Mortgagee may, at Mortgagee's option, declare all the sums secured by this mortgage to be immediately due and payable. Entering into a contract to sell said property shall be a transfer for the purposes of this Paragraph.

10. 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 the last known mailing address of such person (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.

11. The acceptance of this mortgage and the note or notes it secures by Mortgagee shall be an acceptance of the terms and conditions contained herein.

12. 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 parties. 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, this mortgage has been executed by Mortgagor this 4th th day of April, 1994.

Larry R Echols
LARRY R. ECHOLS

Karen C Echols
KAREN C. ECHOLS

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STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

The foregoing mortgage was acknowledged before me this 4th day of April, 1994, by LARRY R. ECHOLS and KAREN C. ECHOLS.

WITNESS my hand and official seal.

Emma Lou Mason
Notary Public

EMMA LOU MASON - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires April 2, 1995

After recording return to:

245822

RECORDED April 4 1994 3:25PM
IN BOOK 59 MTG PAGE 300
FEES $ 6.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
by Bethany M. Liddell

Loan #: 526849

ASSIGNMENT OF MORTGAGE/DEED OF TRUST

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged,

ROCKY MOUNTAIN BANK , FEDERAL SAVINGSBANK

(LENDER) named in the hereinafter described Mortgage/Deed of Trust (SECURITY INSTRUMENT), does hereby grant, assign, transfer and convey all of its right, title and interest in and to said SECURITY INSTRUMENT, together with the note or notes secured thereby, to:

FEDERAL NATIONAL MORTGAGE ASSOCIATION

The SECURITY INSTRUMENT which is being assigned was executed by:

GREGORY D PTASNIK AND MARTHA C PTASNIK,HUSBAND AND WIFE

(BORROWER) as Mortgagor in favor of LENDER as Mortgagee and covers the following described property:

LOT 45, COOLEY SIXTH SUBDIVISION.SUBLETTE COUNTY,WYOMING.

Said SECURITY INSTRUMENT is recorded [In Book 56 , beginning at Page 43] [as Instrument 238892] In the records of the County Clerk of SUBLETTE County, WYOMING.

IN WITNESS WHEREOF, LENDER has caused this Assignment of Mortgage/Deed of Trust to be executed this 23rd day of MARCH 1994

Attest: _____ By: _____

KATHY HARTWIG.ASST LOAN OPS MGR

PATRICIA K FERGUSON,ASST VICE PRESIDENT
LOAN OPS MGR

State of WYOMING }
} ss.
County of LARAMIE }

On this 23rd day of MARCH 1994 before me appeared PATRICIA K FERGUSON and KATHY HARTWIG as ASST VICE PRESIDENT,LOAN OPS MGR and ASST LOAN OPS MGR respectively of ROCKY MOUNTAIN BANK FSB and, upon being duly sworn, did say that the seal affixed to the foregoing Assignment of Mortgage/Deed of Trust is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation pursuant to due authority given and said officers acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal.

DONNA M. GA... NOTARY PUBLIC
COUNTY OF LARAMIE
STATE OF WYOMING
MY COMMISSION EXPIRES JUN 5TH, 1997

_____
Notary Public
SCC

My Commission Expires:

ELLIS, R.L.
253088

Assignment of Mortgage (Corporation)
* *

KNOW ALL MEN BY THESE PRESENTS: That the WALLICK AND VOLK, INC. , a corporation, organized and doing business under the laws of the State of WYOMING, and having its principal office at CHEYENNE in said State, in pursuance of a resolution of the directors of said company, passed on the 1st day of March, 1994, of the first part, in consideration of the sum of Ninety Eight Thousand Three Hundred Fifty Dollars and no/100 Dollars to its in hand paid by Chemical Bank, c/o Chemical Mortgage Company whose address is 200 Old Wilson Bridge Road Worthington, OH 43085 of the second part, the receipt whereof is hereby acknowledged, ha s sold, and by these presents do sell, assign, and transfer unto the said part y of the second part a certain Indenture of Mortgage bearing date the 1st day of March, in the year One Thousand Nine Hundred Ninety Four made by Robert L. Ellis, A Married Man in favor of Wallick and Volk, Inc. and conveying the

FOLLOWING LEGAL DESCRIPTION

Lot 2 of the Favazzo Subdivision, Sublette County, Wyoming

Section No. ____, in Township No. ____, in Range No. ____, West of the 6th P.M., in Sublette County, In the State of Wyoming and which said Mortgage was recorded in the office of THE COUNTY CLERK in said County of Sublette on the 1ST day of MARCH, in the year 1994, in Book 59 of Mortgages, at page 175 together with the notes and obligations therein described, without recourse on me in any event or for any cause:

TO HAVE AND TO HOLD the same unto the said part Y of the second part, its executors, administrators, successors or assigns, subject only to the provisos in the said Indenture of Mortgage contained.

IN WITNESS WHEREOF, the said company has caused these presents to be signed in its name, by its President, and sealed with its corporate seal, attested by its Secretary, this 1st day of March, 1994

WALLICK AND VOLK, INC. CORPORATE STATE OF WYOMING

Attest:

Mavis Erickson
JULIE ZEILER Assistant Secretary
Mavis Erickson Assistant Secretary
Witness

WALLICK AND VOLK, INC.

By
JENNIFER HERMANN
VICE PRESIDENT

245824

THE STATE OF WYOMING, } ss. }

RECORDED April 4 1994 3:30P M
IN BOOK 59 MTG PAGE 301
FEES $ 6.00 Mary
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
by Bethany A. Walker

* *

State of WYOMING }
County of LARAMIE }

The foregoing instrument was acknowleged before me by JENNIFER HERMANN VICE PRESIDENT
WALLICK AND VOLK, INC. this First day of March, 1994

Witness my hand and official seal.

BRENDA J. GIBSON - NOTARY PUBLIC
STATE OF WYOMING
MY COMMISSION EXPIRES JULY 29, 1997

Signature

NOTARY PUBLIC
Title of Officer

[redacted] Assignment of Mortgage [redacted]

[redacted] [redacted] [redacted]

MORTGAGOR	MORTGAGEE
LARRY J. HENRY SHELDA L. HENRY BOX 17 BONDURANT, WY 82922	THE JACKSON STATE BANK P.O. BOX 1788 JACKSON, WY 83001
"I" includes each mortgagor above.	"You" means the mortgagee, its successors and assigns.

REAL ESTATE MORTGAGE: For value received, I, LARRY J. HENRY AND SHELDA L. HENRY, HUSBAND AND WIFE, mortgage, grant and convey to you, with power of sale, on MARCH 25, 1994, 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: 14630 US HWY 189 & 191 (Street), BONDURANT (City), Wyoming 82922 (Zip Code)

LEGAL DESCRIPTION:

THAT PORTION OF THE N1/2SE1/4NW1/4 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 113 WEST OF THE 6TH PRINCIPAL MERIDIAN, SUBLETTE COUNTY, WYOMING, DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT CORNER NO. 1, WHICH IS 1320 FEET SOUTH OF THE NORTH QUARTER CORNER OF SAID SECTION 19; THENCE SOUTH 239 FEET TO CORNER NO. 2; THENCE SOUTH 47°12' WEST, 269.5 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF HIGHWAY 191 (FORMERLY HIGHWAYS 187 & 189) TO CORNER NO. 3; THENCE NORTHWESTERLY FOLLOWING SAID RIGHT-OF WAY LINE ON A RADIAL CURVE 789 FEET TO CORNER NO. 4; THENCE EAST 856.5 FEET TO CORNER NO.1, THAT PLACE OF BEGINNING.

245825

RECORDED April 4 19 93 3:30 PM
IN BOOK 59 MTG PAGE 302
FEES $ 8.00 Mary D. Dinkel COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
by Bethany A. Walker

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):
REAL ESTATE LOAN #24247 DATED MARCH 25, 1994

The above obligation is due and payable on MARCH 30, 1999 if not paid earlier.

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of FIFTY THOUSAND AND NO/100* * * * * * * * Dollars ($ 50,000.00), 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 pages 1 and 2 of this mortgage, in any instruments evidencing the secured debt and in any riders described above, and I signed by me. I acknowledge receipt of a copy of this mortgage.

X LARRY J. HENRY

X SHELDA L. HENRY

ACKNOWLEDGMENT: STATE OF WYOMING, County of Teton) ss:

Individual or Corporation with Seal

The foregoing instrument was acknowledged before me by LARRY J. HENRY AND SHELDA L. HENRY this 28th day of march.

Corporation with no Seal

The foregoing instrument was acknowledged before me by _____ this _____ day of _____, _____ corporation, has no corporate seal.

Witness my hand and official seal.

My commission expires: 7/23/94 (Notary Public)

TALLY M. KEY NOTARY PUBLIC COM. EXP. 7-23-1994 TETON COUNTY, WYOMING

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©1985 BANKERS SYSTEMS, INC., ST. CLOUD, MN 56301 (1-800-397-2341) FORM MTG-WY 8/27/91

Rlsd. Bk 178 682

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 Interest. 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 recieve from a 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 it 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 the 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 page 1 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 tranferred 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. Pursuant to law, when I have paid the secured debt in full, all underlying agreements have been terminated, and I have mailed to you a written request for the release, you will release this mortgage without charge to me within 30 days of your receipt of my request for the release. 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.

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

RUSSELL L. ECKLUND, a single man, mortgagors, of P.O. Box 595, Pinedale, WY 82941, to secure the payment of Five Thousand and NO/100 ($5,000.00) Dollars, payable in one payment of $5,425.75, which includes interest at the rate of 11% per annum from February 16, 1994, said payment is due on or before November 2, 1994, as evidenced by one Promissory Note of even date herewith, does hereby mortgage to the **FIRST NATIONAL BANK OF PINEDALE,** mortgagee, whose address is P.O. Box 519, Pinedale, WY 82941, the following described real estate, situate in the County of Sublette, in the State of Wyoming, to-wit:

A tract of land lying in the NW/4NE¼ of Section 26, Township 33 North, Range 109 West of the 6th P.M., Sublette County, Wyoming and more particularly described as follows:
Beginning at the Quarter Section Corner common to Sections 26 and 23;
thence S.89°41'E., along the section line common to Sections 26 and 23, a distance of 533.45 feet;
thence S.00°19'W., a distance of 897.47 feet;
thence N.89°47'W., a distance of 252.38 feet;
thence N.42°14'30"W., a distance of 414.04 feet;
thence N.00°13'E., along the centerline of Section 26, a distance of 592.93 feet to the point of beginning;
TOGETHER WITH all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in the United States patents of record, to easements and rights-of-way of record or in use and to prior mineral reservations of record.

The mortgagor agrees to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep any buildings thereon insured in a sum not less than the insurable market value 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

245856

RECORDED April 5, 1994 11:15AM
IN BOOK 59 mtg. PAGE 304
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

Released BK 17 Rel. Pg 86

304

representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale the mortgagor shall pay all sums due hereunder, together with all cost of sale and foreclosure, including reasonable dollars, as attorney's fees.

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

DATED this 16 day of February, 1994.

RUSSELL L. ECKLUND

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by RUSSELL L. ECKLUND, this 22ND day of FEBRUARY, ~~1993~~ 1994.

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires:

TONI A. BOHNET
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
Feb. 2, 1997

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

JERRY C. LOPEZ and **MARIE B. LOPEZ**, husband and wife, mortgagors, of P.O. Box 195, Daniel WY 83115, to secure the payment of Thirty-Six Thousand Ten and NO/100 ($36,010.00) Dollars, payable in 120 equal monthly payments of $475.87 each, which include interest at the rate of 10% per annum from 3/22/94; first said monthly payment is due on or before 4/22/94 and on the 22nd day of each month thereafter until paid in full as evidenced by one Promissory Note of even date herewith, do hereby mortgage to the FIRST NATIONAL BANK OF PINEDALE, mortgagee, whose address is P.O. Box 519, Pinedale, WY 82941, the following described real estate, situate in the County of Sublette, in the State of Wyoming, to-wit:

A tract of land located in the N½SW¼ of Section 29, Township 34 North, Range 110 West of the 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.
TOGETHER WITH all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in the United States patents or of record, to easements and rights-of-way of record or in use and to prior mineral reservations of record.

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

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee, its legal

245857

RECORDED April 5, 1994 11:15AM
IN BOOK 59 mtgs. PAGE 306
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sorbon

Rlsd BK 19 Rel pg 499 2-3-99

306

representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale the mortgagors shall pay all sums due hereunder, together with all cost of sale and foreclosure, including reasonable dollars, as attorney's fees.

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

DATED this 23 day of March, 19 94.

JERRY C. LOPEZ

MARIE B. LOPEZ

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by JERRY C. LOPEZ and MARIE B. LOPEZ, this 23RD day of MARCH, 19 94.

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires: 02-02-97

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

HARRY P. SCHRIVER, a single man, mortgagor, of P.O. Box 882, Pinedale, WY 82941, to secure the payment of Six Thousand Ten and NO/100 ($6,010.00) Dollars, payable in one payment of $6,336.02, which includes interest at the rate of 11% per annum from 2/25/94, said payment is due on or before 8/24/94, as evidenced by one Promissory Note of even date herewith, does hereby mortgage to the **FIRST NATIONAL BANK OF PINEDALE**, mortgagee, whose address is P.O. Box 519, Pinedale, WY 82941, the following described real estate, situate in the County of Sublette, in the State of Wyoming, to-wit:

> Lots Eleven (11), Twelve (12), Thirteen (13) and Fourteen (14), Block Four (4), Cooley First 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 for Sublette County, Wyoming;
> TOGETHER WITH all improvements and appurtenances thereunto appertaining;
> SUBJECT TO reservations and restrictions contained in the United States patents or of record, to easements and rights-of-way of record or in use and to prior mineral reservations of record.

The mortgagor agrees to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep any buildings thereon insured in a sum not less than the insurable market value 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 the mortgagor shall pay all sums due hereunder, together with all cost 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.

245858

RECORDED April 5, 1994 11:50 A M
IN BOOK 59 mtg. PAGE 308
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sadler

Rlsd. BK 17 pg 150

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DATED this 31 day of March, 1994.

Harry P. Schriver
HARRY P. SCHRIVER

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by HARRY P. SCHRIVER, this 31ST day of MARCH, ~~1993.~~ 1994.

Witness my hand and official seal.

Toni A. Hohnet
NOTARY PUBLIC

My Commission Expires: 2-2-97

TONI A. HOHNET NOTARY PUBLIC SUBLETTE COUNTY WYOMING

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

MARYLISA BAXLEY, a married woman dealing in her sole and separate property, mortgagor, of P.O. Box 207, Pinedale, WY 82941, to secure the payment of Thirty-Three Thousand Five Hundred Ten and NO/100 and NO/100 ($33,510.00) Dollars, payable in 180 equal monthly payments of $360.10 each, which include interest at the rate of 10% per annum from 4/4/94; first said monthly payment is due on or before 5/4/94 and on the 4th day of each month thereafter until paid in full as evidenced by one Promissory Note of even date herewith, does hereby mortgage to the FIRST NATIONAL BANK OF PINEDALE, mortgagee, whose address is P.O. Box 519, Pinedale, WY 82941, the following described real estate, situate in the County of Sublette, in the State of Wyoming, to-wit:

Township 33 North, Range 109 West of the 6th P.M., Sublette County, Wyoming;

Section 12: S½N½SW¼NW¼;

TOGETHER WITH all improvements and appurtenances thereunto appertaining;

SUBJECT TO reservations and restrictions contained in the United States patents or of record, to easements and rights-of-way of record or in use and to prior mineral reservations of record.

The mortgagor agrees to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep any buildings thereon insured in a sum not less than the insurable market value 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 the mortgagor shall pay all sums due hereunder, together with all cost of sale and foreclosure, including reasonable dollars, as attorney's fees.

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

DATED this 4th day of April, 1994.

245860

RECORDED April 5, 1994 11:15AM
IN BOOK 59 mtg. PAGE 310
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

Released BK 17 Pg. 442

MARYLISA BAXLEY

I, CHARLES TIM BAXLEY, husband of MARYLISA BAXLEY, hereby join in the above Mortgage Deed With Release Of Homestead for the sole purpose of waiving and do hereby waive any and all homestead rights in and to the above described real property under the laws of the State of Wyoming, to-wit:

CHARLES TIM BAXLEY

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by MARYLISA BAXLEY, this 4TH day of APRIL, 19 94.

Witness my hand and official seal.

TONI A. BOHNET
County of
Sublette
My Commission Expires
Notary Public
State of
Wyoming
Feb. 2, 1997

NOTARY PUBLIC

My Commission Expires: 2-2-97

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by CHARLES TIM BAXLEY, this 4TH day of APRIL, 19 94.

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires: 2-2-97

TONI A. BOHNET
County of
Sublette
My Commission Expires
Notary Public
State of
Wyoming
Feb. 2, 1997

REAL ESTATE MORTGAGE WITH RELEASE OF HOMESTEAD

THAT John A. Little and Anna Little, husband and wife, mortgagors, of Idaho Falls, State of Idaho, to secure the payment of FIVE THOUSAND DOLLARS ($5,000.00), with interest from the 1st day of April, 1994 at the rate of SIX PER CENT (6%) per annum, evidenced by one promissory note of even date herewith, payable annually, do hereby mortgage to John L. Miller and Mary M. Miller, husband and wife, mortgagees, of 140 E. 100 North, Heber, Utah and to the survivor thereof, the following described real estate, situate in the County of Sublette, in the State of Wyoming, to-wit:

> Lot 33, Block 5 in the Townsite of Shelter Park Sublette County, Wyoming;
>
> AND TOGETHER WITH all buildings, fences and improvements situate thereon or thereunto appurtenant, AND TOGETHER WITH all water and water rights, ditch and ditch rights, and reservoir and reservoir rights situate thereon or thereunto appurtenant,
>
> BUT SUBJECT, NEVERTHELESS, TO the provisions of United States patents AND SUBJECT FURTHER TO all easements for electric and telephone lines, irrigations ditches and canals, and ways and roads of record or in actual use or otherwise in sight, AND SUBJECT FURTHER TO all outstanding mineral rights and interests whether of record or otherwise, AND SUBJECT FURTHER TO accrued and accruing Sublette County taxes.

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

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagees and their legal representatives or assigns may proceed to foreclose this mortgage by advertisement and sale of

245861

RECORDED April 5, 1994 11:30 AM
IN BOOK 59 mtg. PAGE 312
FEES 8.00
SUBLETTE COUNTY CLERK
COUNTY CLERK

By Cathy Saxton

Rlsd BK 20 RCI PG 445 4-1-00

the above described property and premises, at public vendue, according to Wyoming statutes governing mortgage foreclosures, and out of the proceeds of such sale shall pay all sums due hereunder, together with all costs of sale and foreclosure, including a reasonable sum as attorney fees;

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Dated this 1st day of April, 1994.

John A. Little

John A. Little

Anna Little

Anna Little

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by John A. Little and Anna Little, this 5th day of April, 1994.

Witness my hand and seal.

Notary Public

My commission expires:

JOHN S. MACKEY - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Aug. 4, 1997

[redacted] [redacted] [redacted]

REAL ESTATE MORTGAGE WITH RELEASE OF HOMESTEAD

THAT John A. Little and Anna Little, husband and wife, mortgagors, of Idaho Falls, State of Idaho, to secure the payment of TEN THOUSAND DOLLARS ($10,000.00), with interest from the 1st day of April, 1994 at the rate of SIX PER CENT (6%) per annum, evidenced by one promissory note of even date herewith, payable annually, do hereby mortgage to Rex H. Miller and Juanita Miller, husband and wife, mortgagees, of Pinedale, Wyoming and to the survivor thereof, the following described real estate, situate in the County of Sublette, in the State of Wyoming, to-wit:

> Lot 32, Block 5 in the Townsite of Shelter Park, Sublette County, Wyoming;
>
> AND TOGETHER WITH all buildings, fences and improvements situate thereon or thereunto appurtenant, AND TOGETHER WITH all water and water rights, ditch and ditch rights, and reservoir and reservoir rights situate thereon or thereunto appurtenant,
>
> BUT SUBJECT, NEVERTHELESS, TO the provisions of United States patents AND SUBJECT FURTHER TO all easements for electric and telephone lines, irrigations ditches and canals, and ways and roads of record or in actual use or otherwise in sight, AND SUBJECT FURTHER TO all outstanding mineral rights and interests whether of record or otherwise, AND SUBJECT FURTHER TO accrued and accruing Sublette County taxes.

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

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagees and their legal representatives or assigns may proceed to foreclose this mortgage by advertisement and sale of

245866

RECORDED April 5, 1994 2:35 PM
IN BOOK 59 mtg. PAGE 314
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

Rlsd BK 19 RE PG 256 3/22/17

the above described property and premises, at public vendue, according to Wyoming statutes governing mortgage foreclosures, and out of the proceeds of such sale shall pay all sums due hereunder, together with all costs of sale and foreclosure, including a reasonable sum as attorney fees;

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Dated this 1st day of April, 1994.

John A. Little

John A. Little

Anna Little

Anna Little

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by John A. Little and Anna Little, this 5th day of April, 1994.

Witness my hand and seal.

Notary Public

My commission expires:

JOHN S. MACKEY - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Aug. 4, 1997

COLTON, J. [redacted] [redacted] [redacted]
203778

Assignment of Mortgage (Corporation)
* *

KNOW ALL MEN BY THESE PRESENTS: That the WALLICK AND VOLK, INC. , a corporation, organized and doing business under the laws of the State of WYOMING, and having its principal office at CHEYENNE in said State, in pursuance of a resolution of the directors of said company, passed on the 11th day of March, 1994, of the first part, in consideration of the sum of Eighty Five Thousand Four Hundred Fifty Dollars and no/100 Dollars to its in hand paid by Fleet Mortgage Corp. whose address is c/o 11200 West Parkland Avenue Milwaukee, WI 53224 of the second part, the receipt whereof is hereby acknowledged, has sold, and by these presents do sell, assign, and transfer unto the said party of the second part a certain Indenture of Mortgage bearing date the 11th day of March, in the year One Thousand Nine Hundred Ninety Four made by Joseph W. Colton and Nancy D. Colton, Husband and Wife in favor of Wallick and Volk, Inc. and conveying the

FOLLOWING LEGAL DESCRIPTION

Lot 11 of the Amended Meadow Canyon Estates, Sublette County, Wyoming

245886

RECORDED April 7, 1994 11:35AM
IN BOOK 59 mts PAGE 316
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Seaton

Section No. ____, in Township No. ____, in Range No. ____, West of the 6th P.M., in Sublette County, in the State of Wyoming and which said Mortgage was recorded in the office of THE COUNTY CLERK in said County of Sublette on the 17th day of MARCH, in the year 1994, in Book 59 of Mortgages, at page 221 together with the notes and obligations therein described, without recourse on me in any event or for any cause:

TO HAVE AND TO HOLD the same unto the said party of the second part, its executors, administrators, successors or assigns, subject only to the provisos in the said Indenture of Mortgage contained.

IN WITNESS WHEREOF, the said company has caused these presents to be signed in its name, by its President, and sealed with its corporate seal, attested by its Secretary, this 11th day of March, 1994

WALLICK AND VOLK, INC. CORPORATE SEAL STATE OF WYOMING

Attest:

JULIE ZEILER Assistant Secretary

WALLICK AND VOLK, INC.

By
ROBERT McBRIDE
VICE PRESIDENT

Witness

THE STATE OF WYOMING, } } ss. }

* *

State of WYOMING }
County of LARAMIE }

The foregoing instrument was acknowledged before me by ROBERT McBRIDE VICE PRESIDENT of WALLICK AND VOLK, INC. this Eleventh day of March, 1994

Witness my hand and official seal.

NOTARY PUBLIC STATE OF WYOMING MY COMMISSION EXPIRES JULY 28, 1997

Signature

NOTARY PUBLIC
Title of Officer

Assignment of Mortgage
Rev. (11/86)

316

317

ZARLINGO, S D PI
253104

Assignment of Mortgage (Corporation)
* *

KNOW ALL MEN BY THESE PRESENTS: That the WALLICK AND VOLK, INC., a corporation, organized and doing business under the laws of the State of WYOMING, and having its principal office at CHEYENNE in said State, in pursuance of a resolution of the directors of said company, passed on the 21st day of March, 1994, of the first part, in consideration of the sum of Sixty Two Thousand Four Hundred Eighteen Dollars and no/100 Dollars to its in hand paid by Principal Residential Mortgage, Inc., An Iowa Corporation whose address is 711 High Street Des Moines, IA 50392-0720 of the second part, the receipt whereof is hereby acknowledged, has sold, and by these presents do sell, assign, and transfer unto the said party of the second part a certain Indenture of Mortgage bearing date the 21st day of March, in the year One Thousand Nine Hundred Ninety Four made by Sherry D. Zarlingo, A Single Woman in favor of Wallick and Volk, Inc. and conveying the

FOLLOWING LEGAL DESCRIPTION

Lot 12, Block 3 of the Redstone First Addition to the Town of Pinedale, Sublette County, Wyoming.

245889

RECORDED April 7 1994 11:35AM
IN BOOK 59 PAGE 317
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Jackson

Section No. ____, in Township No. ____, in Range No. ____, West of the 6th P.M., in Sublette County, in the State of Wyoming and which said Mortgage was recorded in the office of THE COUNTY CLERK in said County of Sublette on the 25th day of MARCH, in the year 1994, in Book 59 of Mortgages, at page 270 together with the notes and obligations therein described, without recourse on me in any event or for any cause:

TO HAVE AND TO HOLD the same unto the said party of the second part, its executors, administrators, successors or assigns, subject only to the provisos in the said Indenture of Mortgage contained.

IN WITNESS WHEREOF, the said company has caused these presents to be signed in its name, by its President, and sealed with its corporate seal, attested by its Secretary, this 21st day of March, 1994

WALLICK AND VOLK, INC. CORPORATE SEAL STATE OF WYOMING

Attest:

JULIE ZEILER Assistant Secretary

WALLICK AND VOLK, INC.

By ROBERT McBRIDE
VICE PRESIDENT

Witness _____

THE STATE OF WYOMING, }
} ss.
}

* *

State of WYOMING }
County of LARAMIE }

The foregoing instrument was acknowleged before me by ROBERT McBRIDE VICE PRESIDENT
WALLICK AND VOLK, INC. this Twenty First day of March, 1994

Witness my hand and official seal.

BRENDA JACOBSON - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES JULY 28, 1997

Brenda Jacobson
Signature

NOTARY PUBLIC
Title of Officer

Assignment of Mortgage

AFTER RECORDING MAIL TO:

AMERICAN NATIONAL BANK OF ROCK SPRINGS
P. O. BOX 1770
ROCK SPRINGS, WY 82902

245890

RECORDED April 7, 1994 11:40AM
IN BOOK 59 Mtg. PAGE 318
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

LOAN NO.

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on March 31, 1994 . The mortgagor is JOHN A. NYSTROM, III and NOREEN A. MATTIMOE-NYSTROM, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to AMERICAN NATIONAL BANK OF ROCK SPRINGS,

which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose address is P. O. BOX 1770, ROCK SPRINGS, WY 82902 ("Lender"). Borrower owes Lender the principal sum of Eighty Two Thousand Dollars and no/100 Dollars (U.S. $ 82,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on April 1, 2009 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 7, BLOCK 9 OF THE HENNICK'S SECOND ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

which has the address of 216 N. FREMONT AVE. [Street], PINEDALE [City], Wyoming 82941 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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.

Released BK 17 Pg. 724

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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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. §2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under 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 (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 or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the periods that Lender requires) provided by

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an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. 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.

12. 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.

13. 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.

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 as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 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 21, 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

LOAN NO.

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.

22. 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.

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

24. 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
- ☐ Graduated Payment Rider
- ☐ Balloon Rider
- ☐ Other(s) [specify]
- ☐ Condominium Rider
- ☐ Planned Unit Development Rider
- ☐ Rate Improvement Rider
- ☐ 1--4 Family Rider
- ☐ Biweekly Payment Rider
- ☐ Second Home Rider

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

Witnesses:

_____

_____

_____ (Seal) -Borrower
JOHN A. NYSTROM, III

Social Security Number 520-88-3444

_____ (Seal) -Borrower
NOREEN A. MATTIMOE-NYSTROM

Social Security Number 520-70-7125

_____ (Seal) -Borrower

Social Security Number _____

_____ (Seal) -Borrower

Social Security Number _____

[Space Below This Line For Acknowledgment]

STATE OF WYOMING, SWEETWATER **County ss:**

The foregoing instrument was acknowledged before me this 31st. (date) March 1994

by John A. Nystrom, III & Noreen A. Mattimoe-Nystrom (person acknowledging)

My Commission expires: 8/27/94

_____
Notary Public

PHYLLIS JOHNSON - NOTARY PUBLIC
COUNTY OF SWEETWATER
STATE OF WYOMING
MY COMMISSION EXPIRES AUGUST 27, 1994

[redacted] [redacted] [redacted]

RETURN TO:
PRINCIPAL RESIDENTIAL MORTGAGE, INC.
ATTN: ACQUISITIONS H-8
711 HIGH STREET
DES MOINES, IA 50392-0710

ASSIGNMENT OF MORTGAGE

POOL NUMBER 313060
LOAN NUMBER 0913229
SUBLETTE, WYOMING

Know all men by these presents, that PRINCIPAL MUTUAL LIFE INSURANCE COMPANY for value received, does hereby grant, bargain, sell, assign, transfer, and set over unto

PRINCIPAL RESIDENTIAL MORTGAGE, INC., AN IOWA CORPORATION,

having its principal place of business at 711 HIGH STREET, , DES MOINES, IA 50392, , all right, title, interest, claim or demand of said WALLICK AND VOLK, INC. in and to that certain Mortgage Deed encumbering land situated in the County of SUBLETTE, State of WYOMING, and recorded in the Office of Clerk and Recorder of said County which Mortgage Deed is described as follows:

Grantor DAVID L VESTERBY AND DOROTHY J VESTERBY, HUSBAND AND WIFE, date of Deed of Trust and/or Mortgage dated APRIL 29TH, 1992, recorded on MAY 1ST, 1992 in Book 55 and page 95 as 237015.

Together with the notes therein described, and the money due and to become due thereon, including interest, attorney's fees and charges.

PRINCIPAL MUTUAL LIFE INSURANCE COMPANY, AN IOWA CORPORATION. warrants that it is the legal owner of said Mortgage and the note secured thereby has full right, power and authority to transfer and assign said Mortgage Deed and the note secured thereby.

In witness whereof, the first party has hereunto caused these presents to be executed by its officers thereunto duly authorized this MARCH 9TH, 1994.

PRINCIPAL MUTUAL LIFE INSURANCE COMPANY

T R GAST
SUPERVISOR, MORTGAGE ACQUISITIONS

STATE OF IOWA)
)SS
COUNTY OF POLK)

I, the undersigned, a Notary Public, do hereby certify that T R GAST personally known to be the same persons whose names are respectively as SUPERVISOR, MORTGAGE ACQUISITIONS of PRINCIPAL MUTUAL LIFE INSURANCE COMPANY, AN IOWA CORPORATION, subscribed to the foregoing instrument appeared before me this day in person, severally acknowledged that they, being thereunto duly authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal this MARCH 9TH, 1994.

NOTARY PUBLIC IN AND FOR POLK COUNTY, IOWA

TERRY E. HOBT
MY COMMISSION EXPIRES JUNE 22ND, 1995

TERRY E. HOBT
MY COMMISSION EXPIRES
June 22, 1996

This instrument was prepared by TAMELA GAST, SUPERVISOR, PRINCIPAL RESIDENTIAL MORTGAGE, INC., , DES MOINES, IA, 50392 0001

MWY000

245894
245894

RECORDED April 7, 1994 4:00pM
IN BOOK 59 mtg. PAGE 324
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

324

325 Rlsd Bk 20 Pg 140 1/21/17

WHEN RECORDED MAIL TO:

NOVUS FINANCIAL CORPORATION
ATTN: SHERRY RICE
EAST 10TH STREET
SIOUX FALLS, SD 57103

245903

RECORDED April 8, 1994 9:40 A M
IN BOOK 59 mtg. PAGE 325
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

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9402-390-342235

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL 7, 1994 . The mortgagor is MARK A. MILLEG AND SHELLY MILLEG, HUSBAND & WIFE AS JOINT TENANTS

("Borrower").

This Security Instrument is given to NOVUS FINANCIAL CORPORATION

, which is organized and existing under the laws of THE STATE OF DELAWARE , and whose address is 2500 LAKE COOK ROAD, 3 SOUTH, RIVERWOODS, IL 60015 ("Lender").

Borrower owes Lender the principal sum of THIRTY FIVE THOUSAND AND NO/100---
Dollars (U. S. $ 35,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on APRIL 7, 2009 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.
PARCEL #: 09-00-00501

That part of the W½NE¼ of Section 35, Township 30 North, Range 112 West of the 6th P.M., Sublette County, Wyoming, described as follows:

Beginning at a point on the northerly right-of-way line of State Secondary Road No. S-98 which is N.52°56'W., 2242 feet from the east one-quarter corner of said Section 35 where is found a quartzite stone 10"x12"x8" marked ¼ on top s s on side; thence N.89°57'E., 459.0 feet, more or less, along the said right-of-way line to a point on the east line of the said W½NE¼; thence N.00°06'E., 375.0 feet along the said east line to a point; thence S.68°13'W., 502.5 feet, more or less, to a point; thence S.02°03'E., 205.0 feet to the point of beginning, each point being marked by a steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS 164".

which has the address of 222 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, appurtenances, and 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 day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for:

(a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under 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 (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 or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in

forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. 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.

12. 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.

13. 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.

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 as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 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 21, 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.

22. 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.

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

24. 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
- ☐ Graduated Payment Rider
- ☐ Balloon Rider
- ☐ Other(s) [specify]
- ☐ Condominium Rider
- ☐ Planned Unit Development Rider
- ☐ Rate Improvement Rider
- ☐ 1-4 Family Rider
- ☐ Biweekly Payment Rider
- ☐ Second Home Rider

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

Witnesses:

_____

_____

MARK A. MILLEG (Seal) Borrower

SHELLY MILLEG (Seal) Borrower

(Seal) Borrower

(Seal) Borrower

[Space Below This Line For Acknowledgement]

STATE OF WYOMING, Sublette **County ss:**

On this 7th day of APRIL, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared
MARK A. MILLEG AND SHELLY MILLEG
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 foregoing instrument and acknowledged that he/she/they executed the same.

Witness my hand and official seal.

EDWIN R. ADAMS - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires 7-22-96

Signature Edwin R. Adams

24590
245904

RECORDED April 8, 1994 9:50A M
IN BOOK 59 mtg. PAGE 330
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL 1, 1994 . The mortgagor is BRIAN JOHN MACLEAN AND DIANE GODSCHALX MACLEAN, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to ROCK SPRINGS NATIONAL BANK , which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose address is 333 BROADWAY PO BOX 880, ROCK SPRINGS, WY 82902-0880 ("Lender"). Borrower owes Lender the principal sum of SIXTY FIVE THOUSAND AND NO/100********** Dollars (U.S. $ 65,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on APRIL 7, 2004 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 34 NORTH, RANGE 113 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING
SECTION 9: N1/2 N1/2 N1/2

which has the address of 62 ROBERTS ROAD [Street] , DANIEL [City] ,

Wyoming 83115 [Zip Code] ("Property Address");

Rlsd. Bk 21 Rel. pg. 621 4-15 02

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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") for: (a) yearly taxes and assessments which may attain priority o this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under 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 (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.

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5. Hazard or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage

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insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. 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.

12. 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.

13. 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.

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.

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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 as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 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 21, 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

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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.

22. 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.

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

24. 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	☐ 1-4 Family Rider
☐ Graduated Payment Rider	☐ Planned Unit Development Rider	☐ Biweekly Payment Rider
☐ Balloon Rider	☐ Rate Improvement Rider	☐ Second Home 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 Brian John Maclean ..... (Seal)
BRIAN JOHN MACLEAN -Borrower

Social Security Number ....554-76-0618.....

X Diane Godschalx Maclean ..... (Seal)
DIANE GODSCHALX MACLEAN -Borrower

Social Security Number ....396-54-4244.....

[Space Below This Line For Acknowledgment]

STATE OF WYOMING, ...SWEETWATER..... County ss:

The foregoing instrument was acknowledged before me this ....1st Day of April 1994.....
(date)

by ....BRIAN JOHN MACLEAN AND DIANE GODSCHALX MACLEAN, HUSBAND AND WIFE.....
(person acknowledging)

My commission expires: 1-24-98

X David M. Tate .....
DAVID M. TATE Notary Public

DAVID M. TATE - NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES JANUARY 24, 1998

245918

RECORDED April 8 1994 2:45PM
IN BOOK 59 mtg. PAGE 336
FEES 14.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

529910

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on THE 29TH DAY OF MARCH , 1994 . The mortgagor is LANCE M SHAFFER AND BARBARA J SHAFFER, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to METROPOLITAN FEDERAL BANK, fsb

a corporation,
which is organized and existing under the laws of the United States , and whose address is 425 ROBERT STREET NORTH, ST.PAUL, MN 55101 ("Lender"). Borrower owes Lender the principal sum of SIXTY FIVE THOUSAND AND 00/100 Dollars (U.S. $ 65000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on APRIL 01, 2009 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in SUBLETTE County, Wyoming:

LOT 11, BIG COUNTRY RANCHES, THIRD FILING, SUBLETTE COUNTY, WYOMING, ACCORDING TO THAT PLAT OF RECORD IN THE OFFICE OF THE COUNTY CLERK, SUBLETTE COUNTY, WYOMING.

which has the address of 44 ANTELOPE LANE, BOULDER [Street, City],
Wyoming 82923 ("Property Address");
[Zip Code]

Rlsd. Bk 82 Rel. Pg 47 8-13-02
Asn. Bk 65 mtg pg 100 5/28/94 334

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under 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 (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.

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5. Hazard or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. 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.

12. 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.

13. 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.

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.

[redacted] [redacted] [redacted]

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 as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 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 21, 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.

22. 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.

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

24. 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
- ☐ Graduated Payment Rider
- ☐ Balloon Rider
- ☐ V.A. Rider
- ☐ Condominium Rider
- ☐ Planned Unit Development Rider
- ☐ Rate Improvement Rider
- ☐ Other(s) [specify]
- ☐ 1-4 Family Rider
- ☐ Biweekly Payment Rider
- ☐ Second Home Rider

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

Witnesses:

_____

_____

_____(Seal)
-Borrower

_____(Seal)
LANCE M SHAFFER -Borrower

_____(Seal)
BARBARA J SHAFFER -Borrower

_____(Seal)
-Borrower

STATE OF WYOMING, SUBLETTE **County ss:**

The foregoing instrument was acknowledged before me this 29TH DAY OF MARCH 1994 (date)
by LANCE M SHAFFER AND BARBARA J SHAFFER, HUSBAND AND WIFE
(person acknowledging)

My Commission Expires:

PATRICIA A. BECKER - NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES JANUARY 10, 1998

_____
Notary Public

SUBORDINATION AGREEMENT

THIS AGREEMENT, made this 29th day of March, 1994, between Rocky Mountain Bank, Federal Savings Bank (Mortgagee) of 2020 Carey Avenue (Address), City of Cheyenne, County of Laramie, State of Wyoming, herein referred to as Mortgagee, and Rocky Mountain Bank, F.S.B. of 2020 Carey Avenue, City of Cheyenne, County of Laramie State of Wyoming, herein referred to as Lender.

The parties recite and declare that:

(A) Mortgagee is the owner and holder of a certain note, dated November 5, 1992, for Twenty-Five Thousand dollars ($25,000.00) and interest, secured by a certain Mortgage for such sum and interest, dated November 5, 1992, in the office of the Sublette County Clerk of the County of Sublette, State of Wyoming, in Book 56, of Mortgages, at Page 221 covering the following described premises. (Legal Description)

Lot 11, Big Country RAnches, Third Filing, Sublette County, Wyoming according to that plat of record in the Office of the County Clerk, Sublette County, Wyoming

(B) Lender is about to loan the sum of Sixty-Five Thousand dollars ($65,000.00 on the Note of Rocky Mountain Bank, Federal Savings Bank (Mortgagor or as the case may be), secured by a Mortgage on and covering the above described premises.

(C) To induce Lender to make such loan, it is necessary that the Mortgage held by Mortgagee be subordinated to the lien of the Mortgage about to be made to Lender as set forth above.

For the reasons set forth above, and in consideration of the mutual covenant and promises of the parties hereto, Mortgagee and Lender covenant and agree as follows:

SECTION 1. SUBORDINATION

Mortgagee hereby covenants, consents and agrees with Lender that the above mentioned Mortgage held by Mortgagee is and shall continue to be subject and subordinate in lien to the lien of the Mortgage about to made to Lender as stated above.

SECTION II. CONSIDERATION

In consideration of Mortgagee subordinating the Mortgage held by IT to the Mortgage to be made to Lender, Lender did make the subordinated loan.

SECTION III. LOAN TERMS

The terms of the loan from Lender to Rocky Mountain Bank, Federal Savings, Bank (Mortgagor or as the case may be) are as follows: SEE ATTACHED NOTE

Mortgagee hereby approves the terms of such loan.

SECTION IV. BINDING EFFECT

THIS Agreement shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors, and assigns of the parties hereto.

In witness whereof the parties have executed this Agreement at the City of Cheyenne, Laramie County, Wyoming, on this 29th day of March. 1994.

245919

LENDER: ROCKY MOUNTAIN BANK, FEDERAL SAVINGS BANK

SAME

RECORDED Apr. 8, 1994 2:45pm
IN BOOK 59 Misc. PAGE 342
FEES 6.00
SUBLETTE COUNTY CLERK
By Cathy Sacker

MORTGAGEE: ROCKY MOUNTAIN BANK FEDERAL SAVINGS BANK

Michael Quast
AVP Consumer Lending

STATE OF WYOMING) The foregoing instrument was acknowledged subscribed sworn to before me by
COUNTY OF LARAMIE)
(title) of ROCKY MOUNTAIN BANK FEDERAL SAVINGS BANK.

BONNIE L. HANKINS – NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires March 7, 1995

STATE OF WYOMING) The foregoing instrument was acknowledged, subscribed and sworn to before
COUNTY OF Laramie ; me by Michael Ryost AVP Consumer Lending (title) of ROCKY MOUNTAIN BANK, FEDERAL SAVINGS BANK.

Bonnie L. Hankins NOTARY

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Rel Bk 20 Pg 125 9-9-99

245945

RECORDED April 11, 1994 11:30AM
IN BOOK 59 Mtg. PAGE 343
FEES $ 14.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL 8, 1994 . The mortgagor is ALFRED S. JOHNSON AND TONI G. JOHNSON, HUSBAND AND WIFE
("Borrower"). This Security Instrument is given to ROCK SPRINGS NATIONAL BANK , which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose address is 333 BROADWAY PO BOX 880, ROCK SPRINGS, WY 82902-0880 ("Lender"). Borrower owes Lender the principal sum of EIGHTY THOUSAND TWO HUNDRED FIFTY AND NO/100********** Dollars (U.S. $ 80,250.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on APRIL 8, 2014 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 A1, BOULDER LAKE COUNTRY ESTATES, AMENDED FOURTH FILING, UNIT A, SUBLETTE COUNTY, WYOMING.

which has the address of 132 BRIDGER DR [Street] , BOULDER [City] ,
Wyoming 82923 [Zip Code] ("Property Address");

[redacted] [redacted] [redacted]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under 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 (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.

BANKERS SYSTEMS, INC., ST. CLOUD MN 56302 (1-800-397-2341) FORM MD-1-WY 2/8/91

5. Hazard or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage

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insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. 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.

12. 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.

13. 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.

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.

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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 as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 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 21, 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

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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.

22. 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.

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

24. 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
- ☐ Graduated Payment Rider
- ☐ Balloon Rider
- ☐ Other(s) [specify]
- ☐ Condominium Rider
- ☐ Planned Unit Development Rider
- ☐ Rate Improvement Rider
- ☐ 1-4 Family Rider
- ☐ Biweekly Payment Rider
- ☐ Second Home Rider

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

X ..... (Seal)
ALFRED S. JOHNSON -Borrower

Social Security Number ....520-48-1799.....

X ..... (Seal)
TONI G. JOHNSON -Borrower

Social Security Number ....547-66-6182.....

[Space Below This Line For Acknowledgment]

STATE OF WYOMING, ... County ss:

The foregoing instrument was acknowledged before me this .....
(date)

by ....ALFRED S. JOHNSON AND TONI G. JOHNSON, HUSBAND AND WIFE.....
(person acknowledging)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA)

COUNTY OF San Joaquin)

On 4-12-94 before me, James L. Brant,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared, Toni G. Johnson and Alfred S Johnson
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 in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

James L. Brant (SEAL)
NOTARY PUBLIC SIGNATURE

JAMES L. BRANT
Comm. #1021656
NOTARY PUBLIC - CALIFORNIA
SAN JOAQUIN COUNTY
Comm. Expires March 27, 1998

OPTIONAL INFORMATION

TITLE OR TYPE OF DOCUMENT Mortgage Document

DATE OF DOCUMENT 4-8-94 NUMBER OF PAGES 6 Loose

SIGNER(S) OTHER THAN NAMED ABOVE

349 Rlsd. BK 20 Rel. pg. 279 2/3/00
Rlsd. BK 20 Rel. pg. 293 2/17/00

245947

RECORDED April 11, 1994 11:30a M
IN BOOK 59 mtg. PAGE 349
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scarton

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL 8, 1994 . The mortgagor is JUSTIN A. JONES, A SINGLE PERSON, AND CINDY L. THOMPSON, A SINGLE PERSON, ("Borrower"). This Security Instrument is given to ROCK SPRINGS NATIONAL BANK , which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose address is 333 BROADWAY PO BOX 880, ROCK SPRINGS, WY 82902-0880 ("Lender"). Borrower owes Lender the principal sum of SIXTY NINE THOUSAND AND NO/100********** Dollars (U.S. $ 69,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on APRIL 8, 2014 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 14, BLOCK 5, REDSTONE FIRST ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

which has the address of 470 S. LINCOLN [Street] , PINEDALE [City] ,

Wyoming 82941 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under 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 (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.

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5. Hazard or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage

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insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. 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.

12. 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.

13. 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.

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.

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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 as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 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 21, 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

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[redacted] [redacted] [redacted]

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.

22. 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.

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

24. 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
- ☐ Graduated Payment Rider
- ☐ Balloon Rider
- ☐ Other(s) [specify]
- ☐ Condominium Rider
- ☐ Planned Unit Development Rider
- ☐ Rate Improvement Rider
- ☐ 1-4 Family Rider
- ☐ Biweekly Payment Rider
- ☐ Second Home Rider

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

X Justin A. Jones ..... (Seal)
JUSTIN A. JONES -Borrower

Social Security Number ....520-92-9857.....

X Cindy L. Thompson ..... (Seal)
CINDY L. THOMPSON -Borrower

Social Security Number ....520-02-1777.....

[Space Below This Line For Acknowledgment]

STATE OF WYOMING, ...SWEETWATER..... County ss:

The foregoing instrument was acknowledged before me this ....April 8, 1994.....
(date)

by ....JUSTIN A. JONES, A SINGLE PERSON AND CINDY L. THOMPSON, A SINGLE PERSON.....
(person acknowledging)

My commission expires:

X Judy Harper .....
JUDY HARPER Notary Public

MORTGAGE

THIS MORTGAGE granted from KEN HAKE and MARILYN HAKE, husband and wife, of Sublette County, Wyoming, hereinafter referred to as Mortgagor, to BRYAN K. WILLIAMS, Sublette County, Wyoming, hereinafter referred to as Mortgagee.

Mortgagor, for and in consideration of the sum of Ten Thousand Dollars ($10,000.00), to secure the indebtedness hereinafter set forth, does hereby mortgage to Mortgagee the real property situated in Sublette County, Wyoming, and described as:

> Lot 9, B B Village Subdivision, Sublette County, Wyoming, as the same appears of record on the official plat thereof filed in the office of the County Clerk, Sublette County, Wyoming;

TOGETHER WITH all improvements and appurtenances thereto appertaining; said indebtedness bearing interest at the rate of 7% per annum and being payable in monthly installments in accordance with the terms of a Promissory Note of even date herewith.

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

Mortgagor covenants and agrees as follows:

1. The lien of this mortgage shall remain in full force and effect during any postponement or extension of the time of payment of any part of the indebtedness secured hereby.

2. Mortgagor shall pay or cause to be paid all taxes and assessments (including without limitation any homeowner assessments) levied or assessed against the property beginning in 1994, and shall comply with all recordation and other laws affecting the security of this mortgage, at the expense of Mortgagor.

3. Mortgagor shall each year furnish to Mortgagee timely proof of payment of taxes.

4. Mortgagor shall not permit the interest of Mortgagee 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.

5. If Mortgagor defaults in the payment of taxes or assessments, Mortgagee may, without notice or demand, pay the same. Mortgagor covenants and agrees that all such sums of money so expended, together with all costs of enforcement and reasonable attorney's fees, shall be added to the debt hereby secured, and agrees to repay the same and all expenses so incurred by Mortgagee, with interest thereon from the date of payment at the interest rate provided in the note or notes secured hereby until repaid, and the same shall be a lien upon the property and be secured by this mortgage. Mortgagee is not required by this provision to advance such funds.

6. Should Mortgagor default in the performance of any of the terms and conditions of this mortgage by it to be performed, Mortgagee may enforce the

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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, Mortgagee may cause to be executed and delivered to the purchaser or purchasers a proper certificate of sale of the property so sold. Mortgagor agrees to pay all costs of enforcement and of foreclosure, including reasonable attorney's fees. The failure of Mortgagee to promptly foreclose following a default shall not prejudice any right of Mortgagee to foreclose thereafter during the continuance of such default or any right to foreclose in case of further default or defaults. The proceeds from any such sale shall be applied to the payment of: (1st) the costs and expenses of the foreclosure and sale, including reasonable attorney's fees, and all money expended or advanced by Mortgagee pursuant to the provisions of this mortgage; (2nd) all unpaid taxes, assessments, claims and liens on the property which are superior to the lien of this mortgage; (3rd) the balance due to Mortgagee on account of principal and interest and late charges on the indebtedness hereby secured; and (4th) the surplus, if any, shall be paid to Mortgagor (subject to the rights of any junior lienholders).

7. If the property described herein is sold under foreclosure or otherwise and the proceeds are insufficient to pay the total indebtedness hereby secured, Mortgagor shall be personally bound to pay the unpaid balance of the note or notes secured hereby and any other indebtedness secured hereby, and Mortgagee shall be entitled to a deficiency judgment.

8. 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. If all or any part of the property or an interest therein is sold or transferred by Mortgagor without written permission of Mortgagee, excluding the creation of a lien or encumbrance subordinate to this mortgage, Mortgagee may, at Mortgagee's option, declare all the sums secured by this mortgage to be immediately due and payable.

10. 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 the last known mailing address of such person (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.

11. Mortgagor shall be given written notice of any default of this mortgage and thirty (30) days from receipt of said notice, within which to cure said default before foreclosure proceedings may be initiated.

12. The acceptance of this mortgage and the note or notes it secures by Mortgagee shall be an acceptance of the terms and conditions contained herein.

13. 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 parties. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

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IN WITNESS WHEREOF, this mortgage has been executed by Mortgagor and is dated the 8 day of April, 1994.

KEN HAKE

MARILYN HAKE

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

The foregoing mortgage was acknowledged before me this 8th day of April, 1994, by KEN HAKE and MARILYN HAKE.

WITNESS my hand and official seal.

Notary Public

My Commission Expires Sept. 21, 1995

MORTGAGE

THIS MORTGAGE granted from THOMAS C. GRAY, a married man as his sole and separate property, of 1426 Old Highway 100, Waco, Georgia 30182, hereinafter referred to as Mortgagor, to ELIZABETH A. ELLIS (and successors), AS TRUSTEE OF THE ANNE E. BARGER FAMILY TRUST, dated December 26, 1989, Sweetwater County, Wyoming, hereinafter referred to as Mortgagee.

Mortgagor, for and in consideration of the sum of $11,261.25, to secure the indebtedness hereinafter set forth, does hereby mortgage to Mortgagee the real property situated in Sublette County, Wyoming, and described as:

> Lot 59, Big Country Ranches, Fourth Filing, Unit A, Sublette County, Wyoming, as the same appears of record on the official plat thereof recorded in the office of the County Clerk, Sublette County, Wyoming;

TOGETHER WITH all improvements and appurtenances thereto appertaining.

said indebtedness being payable as follows:

The principal balance of $11,261.25, together with interest thereon at the rate of 10% per annum, from the 2nd day of April, 1994, shall be payable in monthly installments of principal and interest in the amount of $148.85 each, the first payment being due on the 2nd day of May, 1994, and continuing monthly thereafter until the entire balance of principal and accrued interest are paid in full.

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

Mortgagor covenants and agrees as follows:

1. The lien of this mortgage shall remain in full force and effect during any postponement or extension of the time of payment of any part of the indebtedness secured hereby.

2. Mortgagor shall pay or cause to be paid all taxes and assessments (including without limitation any homeowner assessments) levied or assessed against the property beginning in 1994, and shall comply with all recordation and other laws affecting the security of this mortgage, at the expense of Mortgagor.

3. Mortgagor shall not permit the interest of Mortgagee 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.

4. If Mortgagor defaults in the payment of taxes, assessments, insurance premiums other lawful charges, Mortgagee may, without notice or demand, pay the same. Mortgagor covenants and agrees that all such sums of money so expended, together with all costs of enforcement and reasonable attorney's fees, shall be added to the debt hereby secured, and agrees to repay the same and all expenses so incurred by Mortgagee, with interest thereon from the date of payment at the interest rate provided in the note or notes secured hereby until repaid, and the same shall be a lien upon the property and be secured by this mortgage. Mortgagee is not required by this provision to advance such funds.

5. Should Mortgagor default in the performance of any of the terms and conditions of this mortgage by it to be performed, Mortgagee may enforce the

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RECORDED April 12 1994 1:25 P M
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FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
by Bethany A. Whitlock

358 Rlsd Bk 18 pg 402 5/24/97

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, Mortgagee may cause to be executed and delivered to the purchaser or purchasers a proper certificate of sale of the property so sold. Mortgagor agrees to pay all costs of enforcement and of foreclosure, including reasonable attorney's fees. The failure of Mortgagee to promptly foreclose following a default shall not prejudice any right of Mortgagee to foreclose thereafter during the continuance of such default or any right to foreclose in case of further default or defaults. The proceeds from any such sale shall be applied to the payment of: (1st) the costs and expenses of the foreclosure and sale, including reasonable attorney's fees, and all money expended or advanced by Mortgagee pursuant to the provisions of this mortgage; (2nd) all unpaid taxes, assessments, claims and liens on the property which are superior to the lien of this mortgage; (3rd) the balance due to Mortgagee on account of principal and interest and late charges on the indebtedness hereby secured; and (4th) the surplus, if any, shall be paid to Mortgagor (subject to the rights of any junior lienholders).

6. If the property described herein is sold under foreclosure or otherwise and the proceeds are insufficient to pay the total indebtedness hereby secured, Mortgagor shall be personally bound to pay the unpaid balance of the note or notes secured hereby and any other indebtedness secured hereby, and Mortgagee shall be entitled to a deficiency judgment.

7. Upon notice of default pursuant to law or abandonment of the property and at any time prior to the expiration of any period of redemption following foreclosure sale, Mortgagee shall be entitled to enter upon, take possession of and manage the property and to collect any rents of the property, including those past due. Any rents so collected by Mortgagee shall be applied first to payment of the costs of management of the property and collection of rents, including, but not limited to, reasonable attorney's fees, and then to the sums secured by this mortgage.

8. 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. If all or any part of the property or an interest therein is sold or transferred by Mortgagor without written permission of Mortgagee, excluding the creation of a lien or encumbrance subordinate to this mortgage, Mortgagee may, at Mortgagee's option, declare all the sums secured by this mortgage to be immediately due and payable. Entering into a contract to sell said property shall be a transfer for the purposes of this Paragraph.

10. 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 the last known mailing address of such person (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.

11. The acceptance of this mortgage and the note or notes it secures by Mortgagee shall be an acceptance of the terms and conditions contained herein.

12. 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 parties. 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, this mortgage has been executed by Mortgagor this 2 day of April, 1994.

THOMAS C. GRAY

STATE OF GEORGIA)
)
COUNTY OF HARALSON)

The foregoing mortgage was acknowledged before me this 2 day of APRIL, 1994, by THOMAS C. GRAY.
WITNESS my hand and official seal.

Janet L. Feltmell
Notary Public

Notary Public, Haralson County, Georgia
My Commission Expires July 11, 1995

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RECORDED April 13, 1994 4:10 PM
IN BOOK 59 Mtg. PAGE 361
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

CONVEYANCE AND ASSIGNMENT OF MORTGAGE

WHEREAS, on 8/27/92, DAVID L. CORBISIER and PHYLLIS B. CORBISIER, did mortgage Lot Three (3), Redstone New Fork River Subdivision, Sublette County, Wyoming to RUSSELL L. ECKLUND and JOAN E. ECKLUND, husband and wife, to secure a certain Promissory Note in the principal amount of $39,000.00; and,

WHEREAS, said Mortgage is recorded at Book 55 of Mortgages, Page 609 in the office of the County Clerk, Sublette County, Wyoming; and,

WHEREAS, RUSSELL L. ECKLUND and JOAN E. ECKLUND are now divorced; and,

WHEREAS, in connection with said divorce the parties entered into a Separation Agreement wherein the aforesaid Mortgage was divided between RUSSELL L. ECKLUND and JOAN E. ECKLUND; and,

WHEREAS, said Separation Agreement provided that the principal owed under said Mortgage be awarded equally to RUSSELL L. ECKLUND and JOAN E. ECKLUND and that all interest earned be awarded to RUSSELL L. ECKLUND; and,

WHEREAS, the parties now wish to effectuate the Separation Agreement and Colorado Divorce Decree so as to establish that RUSSELL L. ECKLUND and JOAN E. ECKLUND now hold their interests in said Mortgage as tenants in common and not as husband and wife (tenants by the entireties with full right of survivorship) it is necessary to convey;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL EXECUTION OF THIS CONVEYANCE AND ASSIGNMENT OF MORTGAGE:

RUSSELL L. ECKLUND, a single man, and JOAN E. ECKLUND, a single woman, hereby convey and assign that certain Mortgage encumbering Lot Three (3), Redstone New Fork River Subdivision, Sublette County, Wyoming, dated 8/27/92, from DAVID L. CORBISIER and PHYLLIS B. CORBISIER (as Mortgagors and recorded at Book 55 of Mortgages, Page 609 in the office of the County Clerk, Sublette County, Wyoming to RUSSELL L. ECKLUND and JOAN E. ECKLUND, as tenants in common. This conveyance and assignment of said Mortgage is also a conveyance and assignment of the Promissory Note it secures. This conveyance and assignment is on the following terms:

A. RUSSELL E. ECKLUND and JOAN E. ECKLUND own and hold the rights to the principal owed under said Promissory Note and secured by said

Mortgage equally and as tenants in common of an undivided one-half (½) interest each.

B. RUSSELL L. ECKLUND owns and holds the right to the interest due under said Promissory Note and secured by said Mortgage as his separate property.

DATED this 12 day of April, 1994.

RUSSELL L. ECKLUND

DATED this 12 day of April, 1994.

JOAN E. ECKLUND

STATE OF COLORADO)
) ss.
COUNTY OF MOFFAT)

The foregoing **Conveyance And Assignment Of Mortgage** was acknowledged before me by RUSSELL L. ECKLUND, this 12TH day of APRIL, 1994.

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires:

AUGUST 23, 1997

STATE OF COLORADO)
) ss.
COUNTY OF MOFFAT)

The foregoing **Conveyance And Assignment Of Mortgage** was acknowledged before me by JOAN E. ECKLUND, this 12TH day of APRIL, 1994.

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires:

AUGUST 23, 1997

REAL ESTATE MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Rlsd. Bk 18 pg 74

343

ACCOUNT NUMBER: 7923559

MORTGAGOR(S):

LAST NAME	FIRST	INITIAL	[illegible] NAME
Schmid	Patrick		Debbie

MAILING ADDRESS	STREET	CITY	STATE	ZIP
P.O.Box 213		Daniel	Wy	

MORTGAGEE:
or its successors or assigns

Avco Financial Services of

Cheyenne Inc WYOMING

WITNESSETH, that Mortgagor(s), does mortgage, grant, bargain, sell, and convey, unto Mortgagee, its successors or assigns the following described Real Estate in the county of Sublette, State of Wyoming, to wit:

A portion of the SE4 SW4 of Section 35, Township 34 North Range 111 West, 6th P.M., being more particularly described as follows;

Beginning at the northwest corner of the Daniel Rendezvous Grounds or Historical Park, and on the east right of way line of Highway 189 in said SE4 SW4 of Sec. 35, T34N R111W, 6th P.M.; thence north 0°04' west along the east right of way line of Hightway 189, 208.7' to a point; thence east 417.4'; thence south 0°04' east 208.7' to a point; thence west along the north line of the Rendezvous Grounds 417.4 feet to a point of beginning, containing 2 acres, more or less.

246003

RECORDED April 14, 1994 11:45 AM
IN BOOK 59 Mtg. PAGE 343
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Saxton

together with all buildings and improvements, additions and alterations, now or hereafter erected thereon, and the hereditaments and appurtenances pertaining to the property above described, and all streets, lanes, alleys, passageways, rights, liberties, licenses and privileges, including water and mineral rights, belonging to or in any way pertaining thereto, all of which are hereafter referred to as the "premises".

TO HAVE AND TO HOLD the above-described premises, with the appurtenances unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth free from all rights and benefits under any Homestead Laws, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Mortgagor contained herein; (2) Payment of the principal sum with interest, as provided in accordance with the terms and provisions of a Promissory Note (hereinafter referred to as "promissory note") dated April 8th, 1994, herewith executed by Mortgagor and payable to Mortgagee, in the principal sum of $ 68,533.00; (3) Payment of any additional advances, with interest thereon, as may hereafter be loaned by Mortgagee to Mortgagor in a maximum amount of $ 68,533.00; (4) The payment of any money that may be advanced by the Mortgagee to Mortgagor for any reason or to third parties, with interest thereon, where the amounts are advanced to protect the security in accordance with the covenants of this Mortgage; (5) Any renewal, refinancing or extension of said promissory note, or any other agreement to pay which may be substituted therefor.

All payments made by Mortgagor on the obligation secured by this Mortgage shall be applied in the following order;

FIRST: To the payment of taxes and assessments that may be levied and assessed against said premises, insurance premiums, repairs, and all other charges and expenses agreed to be paid by the Mortgagor.

SECOND: To the payment of interest due on said loan.

THIRD: To the payment of principal.

TO PROTECT THE SECURITY HEREOF, MORTGAGOR(S) COVENANTS AND AGREES: (1) To keep said premises insured against loss by fire and other hazards, casualty and contingencies up to the full value of all improvements for the protection of Mortgagee in such manner, in such amounts, and in such companies as Mortgagee may from time to time approve, and that loss proceeds (less expense of collection) shall, at Mortgagee's option, be applied on said indebtedness, whether due or not or to the restoration of said improvements. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor. (2) To pay all taxes and special assessments of any kind that have been or may be levied or assessed upon said premises, and to deliver to Mortgagee, upon request of the Mortgagee, the official receipt showing payment of all such taxes and assessments. (3) In the event of default by Mortgagor under Paragraphs 1 or 2 above, Mortgagee, at its option, may (a) place and keep such insurance above provided for in force throughout the life of this Mortgage and pay the reasonable premiums and charges therefor; (b) pay all said taxes and assessments without determining the validity thereof; and (c) such disbursements shall be deemed a part of the indebtedness secured by this Mortgage and shall be immediately due and payable by Mortgagor to Mortgagee. (4) To pay when due any prior lien or mortgage on the premises and, notwithstanding any right or option granted by any prior lien or by any prior lienholder to permit the principal balance of such prior lien to increase, Mortgagor will not permit the principal balance of such prior lien to increase above the balance existing thereon at the time of the making of this Mortgage until this Mortgage shall have been paid in full. (5) To keep the buildings and other improvements now existing or hereafter erected in good condition and repair, not to commit or suffer any waste or any use of said premises contrary to restrictions of record or contrary to law, and to permit Mortgagee to enter at all reasonable times for the purpose of inspecting the premises; not to remove or demolish any building thereon; to restore promptly and in a good and workmanlike manner any buildings which may be damaged or destroyed thereon, and to pay, when due, all claims for labor performed and materials furnished therefor; (6) If a signer of the Promissory Note that he will pay, promptly the indebtedness secured hereby, and perform all other obligations in full compliance with the terms of said Promissory Note and this Mortgage. (7) That the time of payment of the indebtedness hereby secured, or of any portion thereof, may be extended or renewed, and any portions of the premises herein described may, without notice, be released from the lien hereof, without releasing or affecting the personal liability of any person or the priority of this Mortgage. (8) That he does hereby forever warrant and will forever defend the title and possession thereof against the lawful claims of any and all persons whatsoever.

IT IS MUTUALLY AGREED THAT: (1) If the said Mortgagor shall fail or neglect to pay installments on said Promissory Note as the same may hereafter become due, or upon default in performance of any agreement hereunder, including causing or permitting the principal balance of any prior lien to increase above the principal balance of such lien existing at the time of the making of this Mortgage, or upon sale or other disposition of the premises by Mortgagor without the written consent of Mortgagee, or should any action or proceeding be filed in any court to enforce any lien on, claim against or interest in the premises, then all sums owing by the Mortgagor to the Mortgagee under this Mortgage or under the Promissory Note secured hereby shall immediately become due and payable at the option of the Mortgagee, on the application of the Mortgagee, or assignee, or any other person who may be entitled to the monies due thereon. In such event the Mortgagee shall have the right and power immediately to foreclose this Mortgage and to sell the property hereinabove described by advertisement and sale, as provided by the statutes of the State of Wyoming, or to foreclose this Mortgage by court action, and from the rent, issues and profits, if any are received by it, and out of the proceeds of any sale of the mortgaged premises, the Mortgagee shall pay all costs of foreclosure and sale, including reasonable attorney's fees, to the extent permitted by law, and apply the balance to the payment of all sums due hereunder.

(2) In the event said premises are sold at a foreclosure sale, Mortgagor(s), if a signer of the Promissory Note, shall be liable for any deficiency remaining after sale of the premises, and application of the proceeds of said sale to the indebtedness secured and to the expense of foreclosure, including Mortgagee's reasonable attorney's fees and legal expenses if allowed by law.

(3) Mortgagee shall be subrogated to the lien of any and all prior encumbrances, liens or charges paid and discharged from the proceeds of the loan hereby secured, and even though said prior liens have been released of record, the repayment of said indebtedness shall be secured by such liens on the portions of said premises affected thereby to the extent of such payments, respectively.

(4) Whenever, by the terms of this instrument or of said Promissory Note, Mortgagee is given any option, such option may be exercised when the right accrues or at any time thereafter, and no acceptance by Mortgagee of payment of indebtedness in default shall constitute a waiver of any default then existing and continuing or thereafter accruing.

(5) Each of the undersigned hereby waives the right to claim any damage for trespass, injury or any tort occasioned by or resulting from the exercise by the Holder of the rights given hereunder or any attempt to exercise any other right the Holder is herein granted, or any other right the Holder has or may have.

(6) By accepting payment of any sum accrued hereby after its due date, Mortgagee does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay. If Mortgagor shall pay said Promissory Note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void.

(7) All Mortgagors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this Mortgage shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto respectively. Any reference in this Mortgage of the singular shall be construed as plural where appropriate.

(8) Invalidity or unenforceability of any provisions herein shall not affect the validity and enforceability of any other provisions.

(9) Should said property or any part thereof be taken by reason of condemnation proceeding, Mortgagee shall be entitled to all compensation, awards, other payments therefor and apply the same on said indebtedness.

(10) If any of the undersigned is a married person, he represents and warrants that this instrument has been executed in his behalf, and for his sole and separate use and benefit and that he has not executed the same as surety for another.

(11) Each of us, whether Principal, Surety, Guarantor, Endorser, or other party hereto, hereby waives and renounces, each for himself and family, any and all homestead or exemption rights either of us have under or by virtue of the Constitution or Laws of any State, or the United States, as against this debt or any renewal thereof; and any security agreement taken to secure this note or any renewal thereof; and the undersigned, and each Surety, Endorser, Guarantor, or other party to this note, transfers, conveys and assigns to the Holder hereof, a sufficient amount of any homestead or exemption that may be allowed to the undersigned, or either of them, including such homestead or exemption as may be set apart in bankruptcy, to the extent permitted by law.

(12) This Mortgage shall be construed according to the laws of the State of Wyoming.

(13) It is agreed that the loan hereby secured is made subject to the Wyoming Uniform Consumer Credit Code and shall be considered for all purposes a Supervised Consumer Loan.

DATE OF MORTGAGE

April 8, 1994

WITNESS the hand and seal of the Mortgagor, the day and year first written.

* B R Dhamers (SEAL)
(Witness)

* B R Dhamers (SEAL)
(Witness)

* Patrick Schmid (SEAL)
(Mortgagor)

* Debbie Schmid (SEAL)
(Mortgagor)

* Please type or print name under signatures.

STATE OF WYOMING
COUNTY OF Sweetwater } ss:

I, B. R. Dhamers, notary public, in and for the county and State aforesaid, Do hereby Certify That Patrick Schmid & Debbie Schmid and , his/her spouse, personally known to me to be the same persons whose names are Husband & Wife subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 8 day April, A.D. 1994.

My Commission expires

B. R. DHAMERS - Notary Public
County of Sweetwater — State of Wyoming
My Commission Expires Oct. 14, 1997

B R Dhamers
NOTARY PUBLIC

This Mortgage must be recorded

MORTGAGE

FROM

TO

STATE OF WYOMING
County, } ss.

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

REGISTRATION FEE

Amt. of Indebtedness $ Fee $
Paid this day of , 19
No.

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

Deputy Clerk

304

365 Released BK 17 pg. 194

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

WILLIAM G. WALLACE and **EVELYN D. WALLACE,** husband and wife, mortgagors, of 5532 Dan Vac Circle, Sacramento, CA 95822, to secure the payment of Two Hundred Thirty-Seven Thousand Six Hundred and NO/100 ($237,600.00) Dollars, payable in one payment of $255,071.74, which includes interest at the rate of 11% per annum from 4/5/94, said payment is due on or before 12/5/94, as evidenced by one Promissory Note of even date herewith, do hereby mortgage to the **FIRST NATIONAL BANK OF PINEDALE,** mortgagee, whose address is P.O. Box 519, Pinedale, WY 82941, the following described real estate, situate in the County of Sublette, in the State of Wyoming, to-wit:

> Lot Eleven (11) of the Lake Ridge Subdivision, 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 for Sublette County, Wyoming;
> TOGETHER WITH all improvements and appurtenances thereunto appertaining;
> SUBJECT TO reservations and restrictions contained in the United States patents or of record, to easements and rights-of-way of record or in use and to prior mineral reservations of record.
> SUBJECT TO restrictions and covenants governing Lake Ridge Subdivision, as recorded in the office of the County Clerk for Sublette County, Wyoming;
> NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM.
> NO PROPOSED DOMESTIC WATER SOURCE.
> NO PROPOSED PUBLIC MAINTENANCE OF STREETS OR ROADS.

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

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

246007

RECORDED April 14 1994 1:30PM
IN BOOK 59 MTG PAGE 365
FEES $ 8.00 COUNTY CLERK
[redacted]UBLETTE COUNTY, PINEDALE [redacted]MING

hereunder, together with all cost of sale and foreclosure, including reasonable dollars, as attorney's fees.

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

DATED this 6 day of April, 19 94.

William G. Wallace
WILLIAM G. WALLACE

Evelyn D. Wallace
EVELYN D. WALLACE

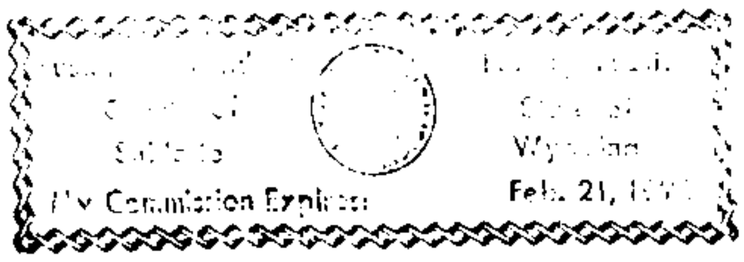
STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by WILLIAM G. WALLACE and EVELYN D. WALLACE, this 6th day of April, 19 94.

Witness my hand and official seal.

Susan K. Williamson
NOTARY PUBLIC

My Commission Expires: 2/21/95.



347 Rlsd. BK 18 pg 610 10/9/97

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

LEVI M. LOZIER, a single man, mortgagor, of P.O. Box 100, Cora, WY 83115, to secure the payment of Fifteen Thousand Ten and NO/100 ($15,010.00) Dollars, payable in 5 annual payments of $3,957.23 each, which include interest at the rate of 10% per annum from 3/16/94; first said annual payment is due on or before 3/16/95 and on the same day and month of each year thereafter until paid in full as evidenced by one Promissory Note of even date herewith, does hereby mortgage to the **FIRST NATIONAL BANK OF PINEDALE,** mortgagee, whose address is P.O. Box 519, Pinedale, WY 82941, the following described real estate, situate in the County of Sublette, in the State of Wyoming, to-wit:

> Lot Six (6), Block Five (5) of the K&M 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 for Sublette County, Wyoming;
> TOGETHER WITH all improvements and appurtenances thereunto appertaining;
> SUBJECT TO reservations and restrictions contained in the United States patents or of record, to easements and rights-of-way of record or in use and to prior mineral reservations of record.

The mortgagor agrees to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep any buildings thereon insured in a sum not less than the insurable market value 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 the mortgagor shall pay all sums due hereunder, together with all cost of sale and foreclosure, including reasonable dollars, as attorney's fees.

246009

RECORDED April 14 1994 1:30 PM
IN BOOK 59 MTG PAGE 367
FEES $ 8.00 COUNTY CLERK
SUBLETTE CO Y, PINEDALE WYOMING

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

DATED this 16 day of March, 1994.

Levi M. Lozier
LEVI M. LOZIER

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by LEVI M. LOZIER, this 16th day of March, 1994.

Witness my hand and official seal.

Susan Gulbrandsen
NOTARY PUBLIC

My Commission Expires: 2/21/95

Susan Gulbrandsen — Notary Public — County of Sublette — State of Wyoming — My Commission Expires Feb. 21, 1995

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ASSIGNMENT OF PROMISSORY NOTE AND MORTGAGE

WHEREAS, on August 27, 1992, DAVID L. CORBISIER and PHYLLIS B. CORBISIER, husband and wife, did execute and deliver to RUSSELL L. ECKLUND and JOAN E. ECKLUND, husband and wife, their Promissory Note in the principal amount of $39,000.00; and,

WHEREAS, DAVID L. CORBISIER and PHYLLIS B. CORBISIER, husband and wife, did execute a Mortgage Deed With Release Of Homestead to RUSSELL L. ECKLUND and JOAN E. ECKLUND, husband and wife, to secure the payment of said Promissory Note; and,

WHEREAS, said Mortgage Deed was recorded on August 31, 1992 at Book 55 of Mortgages, Page 609, in the office of the County Clerk, Sublette County, Wyoming; and,

WHEREAS, said mortgage encumbered the real property described as:

Lot Three (3), Redstone New Fork River Subdivision, 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 for Sublette County, Wyoming;
TOGETHER WITH all improvements and appurtenances thereunto appertaining.
SUBJECT TO reservations and restrictions contained in the United States patents or of record, to easements and rights-of-way of record or in use and to prior mineral reservations of record.
SUBJECT TO restrictions and covenants governing Redstone New Fork River Subdivision as recorded September 16, 1977 in Book 33 of Misc., Page 206 in the office of the County Clerk, Sublette County, Wyoming;
NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM.
NO PROPOSED DOMESTIC WATER SOURCE.
NO PROPOSED PUBLIC MAINTENANCE OF STREETS OR ROADS; and,

WHEREAS, RUSSELL L. ECKLUND and JOAN E. ECKLUND are now divorced and have divided their interest in said Note and Mortgage under a certain Conveyance And Assignment of Mortgage which was recorded on April 13, 1994 at Book 59 of Mortgages, Page 361, in the office of the County Clerk and Ex-Officio Register of Deeds for Sublette County, Wyoming; and,

WHEREAS, under said Assignment RUSSELL L. ECKLUND was conveyed an undivided one-half (½) interest in the principal of said Promissory Note and Mortgage and all of the interest accruing thereon; and

WHEREAS, BRUCE C. GOOCH as Trustee of the Gooch Children's Present Interest Trust (1992), dated December 14, 1992, has agreed to purchase the aforesaid

246027

RECORDED April 15, 1994 3:15 PM
IN BOOK 59 Mtg. PAGE 369
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
[redacted]
By Cathy Sexton

Promissory Note and Mortgage Deed from RUSSELL L. ECKLUND;

NOW THEREFORE, IN CONSIDERATION OF THE PAYMENT OF ALL SUMS DUE UNDER THE AFORESAID PROMISSORY NOTE, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED:

RUSSELL L. ECKLUND does hereby assign, convey and transfer unto BRUCE C. GOOCH as Trustee of the Gooch Children's Present Interest Trust (1992), dated December 14, 1992, all right, title and interest held by RUSSELL L. ECKLUND in one-half (½) of the principal and interest under that certain Promissory Note as executed by DAVID L. CORBISIER and PHYLLIS B. CORBISIER, husband and wife, in favor of RUSSELL L. ECKLUND and JOAN E. ECKLUND on 8/27/92, in the principal amount of $39,000.00 and as referred to and secured by a certain Mortgage Deed recorded at Book 55 of Miscellaneous, Page 609, in the office of the County Clerk, Sublette County, Wyoming, together with all right, title and interest held by RUSSELL L. ECKLUND in said Mortgage Deed as to said items.

RUSSELL L. ECKLUND hereby covenants and represents that he is the true and rightful owner of one-half (½) of the principal and all of the interest under said Promissory Note and Mortgage Deed and that the same have not been assigned, transferred or released, in whole or in part except as set out herein. RUSSELL L. ECKLUND further covenants that said Promissory Note and Mortgage are current and in good standing, that the next monthly interest payment is due on April 27, 1994 and that the principal balance of said Promissory Note and Mortgage are in the amount of $23,000.00 which is due on August 30, 1995.

DATED this 15 day of April, 1994.

Russell L Ecklund
RUSSELL L. ECKLUND

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Assignment Of Promissory Note And Mortgage** was acknowledged before me by RUSSELL L. ECKLUND this 15th day of April, 1994.

Witness my hand and official seal.

Susan J. Hanson
NOTARY PUBLIC

My Commission Expires: 12/12/94

Susan J. Hanson
County of
Sublette
My Commission Expires
Notary Public
State of
Wyoming
Dec. 12, 1994

370

371

LORENZEN, J.R.:
250761

Assignment of Mortgage (Corporation)
* *

KNOW ALL MEN BY THESE PRESENTS: That the WALLICK AND VOLK, INC., a corporation, organized and doing business under the laws of the State of WYOMING, and having its principal office at CHEYENNE in said State, in pursuance of a resolution of the directors of said company, passed on the 25th day of March, 1994 of the first part, in consideration of the sum of Forty Six Thousand Nine Hundred Sixty Nine Dollars and no/100 Dollars to its in hand paid by Principal Residential Mortgage Inc., An Iowa Corporation whose address is 711 High Street Des Moines, IA 50392-0720 of the second part, the receipt whereof is hereby acknowledged, has sold, and by these presents do sell, assign, and transfer unto the said party of the second part a certain Indenture of Mortgage bearing date the 25th day of March, in the year One Thousand Nine Hundred Ninety Four made by Justin R. Lorenzen, A Married Man in favor of Wallick and Volk, Inc. and conveying the

FOLLOWING LEGAL DESCRIPTION

Lot 13 of the Guio Third Addition to the Town of Big Piney, Sublette County, Wyoming

Section No. ____, in Township No. ____, in Range No. ____, West of the 6th P.M., in Sublette County, in the State of Wyoming and which said Mortgage was recorded in the office of THE COUNTY CLERK in said County of Sublette on the 31st day of MARCH, in the year 1994, in Book 59 of Mortgages, at page 281 together with the notes and obligations therein described, without recourse on me in any event or for any cause:

TO HAVE AND TO HOLD the same unto the said party of the second part, its executors, administrators, successors or assigns, subject only to the provisos in the said Indenture of Mortgage contained.

IN WITNESS WHEREOF, the said company has caused these presents to be signed in its name, by its President, and sealed with its corporate seal, attested by its Secretary, this 25th day of March, 1994

WALLICK AND VOLK, INC. CORPORATE SEAL STATE OF WYOMING

246033

RECORDED April 18, 1994 9:45AM
IN BOOK 59 mtg PAGE 371
FEES $ 4.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

Attest:

JULIE ZEILER Assistant Secretary

WALLICK AND VOLK, INC. By Cathy Soyton

By

PETER MOSELEY
SENIOR VICE PRESIDENT

Witness

THE STATE OF WYOMING, } } ss. }

* *

State of WYOMING }
County of LARAMIE }

The foregoing instrument was acknowleged before me by PETER MOSELEY SENIOR VICE PRESIDENT of WALLICK AND VOLK, INC. this Twenty Fifth day of March, 1994

Witness my hand and official seal.

SUSAN STIEF · NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES APR. 16, 1995

Signature

NOTARY PUBLIC
Title of Officer

[redacted] Assignment of Mortgage [redacted]

MORTGAGE

THIS MORTGAGE, made as of the 15 day of April, 1994, from **RANDALL B. DAVIS and TERESA G. DAVIS,** husband and wife, of 549 Westgate Drive, Napa, CA 94588, hereinafter referred to as "Mortgagors", to **ALFRED H. WALKER and ANN T. WALKER,** husband and wife, as tenants of an estate by the entireties with full right of survivorship and not as tenants in common, of 3220 Nila Way, Salt Lake City, UT 84124, hereinafter referred to as "Mortgagees".

The Mortgagors, for and in consideration of the sum of Six Thousand Five Hundred and NO/100 ($6,500.00) Dollars in lawful money of the United States, to secure certain indebtedness, evidenced by a Promissory Note of even date herewith, does hereby grant, bargain, mortgage and convey to the Mortgagees, the real property situated in Sublette County, Wyoming, described in Exhibit "A" as attached hereto. The indebtedness secured hereby is described as:

A. The principal balance of Six Thousand Five Hundred and NO/100 ($6,500.00) Dollars shall be paid as follows:

(i) $4,000.00 shall be due and payable on or before April 18, 1994.

(ii) The remaining balance of $2,500.00, together with interest at the rate of six percent (6%) per annum thereon, shall be paid in five (5) equal monthly installments of interest and principal of $507.52 each. Payments of said monthly installments shall begin on 5/18/94 and continue in like amount on or before the same day of each and every month thereafter. Interest shall accrue on the principal amount from 4/18/94. All payments shall first be applied to accrued interest and then to principal as of the date received.

B. Mortgagors shall have the right to make additional cash payments at any time and may pay the entire balance due, with any interest to date of such payment, at any time without penalty. A partial payment shall not act to reduce the amount or change the date of the next monthly payment due but shall act by reduction of principal owed to reduce the total term of the Mortgage and thus the total amount of interest paid. Mortgagors may pay an amount equal to a monthly payment and specify that it is an advance monthly payment and not a prepayment and thus have said payment act to satisfy the next respective monthly payment obligation.

C. It is specifically agreed that late payments accepted by mortgagees will not operate to change or modify any of the due dates or other payments due hereunder.

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.

246078

RECORDED April 19, 1994 10:30AM
IN BOOK 59 Mtg. PAGE 372
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

372

Rlsd. Blk 17 Ps 188

This Mortgage is subject to the express condition that, if the Mortgagors pay, or cause to be paid, to the Mortgagees the sums set out above and all extensions and renewals thereof and all other amounts due hereunder, then this Mortgage and such note shall cease and be null and void. The Mortgagors hereby covenant to pay all such amounts.

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.

(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, 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 secured hereby until repaid, and the same shall be a lien on the property and be secured by this Mortgage. The Mortgagees is not required by this provision to advance such funds. A failure by Mortgagors to timely pay such taxes, assessments or other lawful charges shall constitute a default under this mortgage the same as non-payment of the sums secured by this mortgage even if such funds are advanced by Mortgagees.

3. 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 or conveyance of the property so sold. The Mortgagors agree to pay all costs of enforcement and of foreclosure, including reasonable

attorney's 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 attorney's 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 on the indebtedness hereby secured; and (4th) the surplus, if any, shall be paid to the Mortgagors (subject to the rights of any junior lienholder). Provided that no foreclosure action shall be taken by the Mortgagees until thirty (30) days have elapsed since Mortgagees have given written notice to Mortgagors of such default and Mortgagors have failed to cure such default within said thirty (30) day period.

4. 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 secured hereby and any other indebtedness secured hereby, and the Mortgagees shall be entitled to a deficiency judgment.

5. The acceptance of this Mortgage, and the Promissory Note it secures, by the Mortgagees, shall be an acceptance of the terms and conditions contained herein.

6. 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 Mortgagors and the Mortgagees. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

7. The Mortgagors 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.

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

Randall B. Davis

RANDALL B. DAVIS

374

Teresa D. Davis
TERESA G. DAVIS

STATE OF California)
)
COUNTY OF Napa)

The foregoing **MORTGAGE** was acknowledged before me by RANDALL B. DAVIS and TERESA G. DAVIS, this 15th day of April, 1994.

Witness my hand and official seal.

William R Frederick
NOTARY PUBLIC

My Commission Expires:

MGC1 William R. Fredericks Comm. #989568 NOTARY PUBLIC - CALIFORNIA NAPA COUNTY Comm. Expires May 5, 1997 MGC1

[redacted] [redacted] [redacted]

EXHIBIT "A"

Lot Nine (9) of the Trails End Subdivision, 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 for Sublette County, Wyoming;
TOGETHER WITH all improvements and appurtenances thereunto appertaining.
SUBJECT TO reservations and restrictions contained in the United States patents or of record, to easements and rights-of-way of record or in use and to prior mineral reservations of record.
SUBJECT TO restrictions and covenants governing Trails End Subdivision as recorded 12/5/85, in Book 48 of Misc., Page 354 in the office of the County Clerk, Sublette County, Wyoming;
NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM.
NO PROPOSED DOMESTIC WATER SOURCE.
NO PROPOSED PUBLIC MAINTENANCE OF STREETS OR ROADS.

377

24608

When Recorded Mail To: 246085

WYTEL FEDERAL CREDIT UNION

1520 LOGAN AVE.
CHEYENNE, WY 82001

RECORDED April 20, 1994 11:29AM
IN BOOK 59 mtg PAGE 377
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

LOAN NO. 59030-5.9

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CORPORATE ASSIGNMENT OF REAL ESTATE MORTGAGE

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to
COUNTRYWIDE FUNDING CORPORATION

all the rights, title and interest of undersigned in and to that certain Real Estate Mortgage dated March 14, 1994, executed by DAVID A LOVATO and PATRICIA LOVATO. . formerly known as Patricia Jones, Husband and Wife

to WYTEL FEDERAL CREDIT UNION

and whose address is 1520 LOGAN AVE.. CHEYENNE, WY 82001

recorded on March 21, 1994 in Book/Volume No. 59 , page(s) 235
as Document No. 245679 , SUBLETTE
County Records, State of Wyoming , on real estate legally described as follows:

LOT 8, BLOCK 26 OF THE COOLEY FIFTH ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Real Estate Mortgage.

[redacted] [redacted] [redacted]

LOAN NO. 59030-5.9

DATED: March 18, 1994

WYTEL FEDERAL CREDIT UNION

Paul Phillips II, Lending Officer.

Witness:

PAUL PHILLIPS II, LENDING OFFICER

Witness:

Witness:

STATE OF WYOMING)
) ss.
COUNTY OF Laramie)

On March 18, 1994 before me, the undersigned, a Notary Public in and for the said County and State, personally appeared PAUL PHILLIPS II

to me personally known, who, being duly sworn by me, did say that he/she/they is/are the LENDING OFFICER of the corporation named herein which executed the within instrument, that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation pursuant to its by-laws or a resolution of its Board of Directors and that he/she acknowledges said instrument to be the free act and deed of said corporation.

Sheri L. Custis

Notary Public for the state of Wyoming
My commission expires: 10-20-96

(Official Seal)

SHERIL CUSTIS — NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires October 20, 1996

379 Rlsd. BK 18 Pg. 154 7/24/96

CORRECTION OF MORTGAGE

CAROL LEE CONKLIN, a single woman, mortgaged certain real property to JAMES E. HUTTON and ONEIDA F. HUTTON, husband and wife by Mortgage dated September 30, 1993, and recorded in Book 58 of Mortgages, Page 178, in the office of the Recorder of Deeds of Sublette County, Wyoming. In the above-referenced Mortgage a certain tract was described by metes and bounds, which tract is now platted as Lot 4A, First Addition to the Hecox 2nd Subdivision, Sublette County, Wyoming.

To prevent difficulties hereafter and to permit recordation of a mortgage which reflects the platted description of the property conveyed, the parties desire to make a public record of this Correction of Mortgage.

CORRECTION OF MORTGAGE

THEREFORE, this instrument witnesses that the correct and proper legal description of the real property conveyed by the above Mortgage is as follows:

Lot 4, Hecox Second Addition Subdivision, and Lot 4A, First Addition to the Hecox 2nd Subdivision, Sublette County, Wyoming, as the same appear of record on the official plats thereof as filed in the office of the County Clerk, Sublette County, Wyoming.

DATED this 14th day of April, 1994.

James E. Hutton
JAMES E. HUTTON

Carol Lee Conklin
CAROL LEE CONKLIN

Oneida F. Hutton
ONEIDA F. HUTTON

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me this 14th day of April, 1994, by JAMES E. HUTTON and ONEIDA F. HUTTON.
Witness my hand and official seal.

Clark Lou Mason
Notary Public

CLARK LOU MASON - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires April 2, 1995

STATE OF WYOMING)
)
COUNTY OF Sweetwater)

The foregoing instrument was acknowledged before me this 19th day of April, 1994, by CAROL LEE CONKLIN.
Witness my hand and official seal.

Arnold Hunt
Notary Public
My Commission Expires
11-12-95

ANN HUNT - NOTARY PUBLIC

22097

RECORDED April 21 1994 11:05 AM
IN BOOK 59 Mortgages PAGE 379
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

MORTGAGE

THIS MORTGAGE, made as of the 21st day of April, 1994, from **GORDON E. STEELE and DONNA STEELE,** husband and wife, of P.O. Box 25, Boulder, WY 82923, hereinafter referred to as "Mortgagors", to **GENE F. CAMP and BARBARA CAMP,** husband and wife, as tenants of an estate by the entireties with full right of survivorship and not as tenants in common, of P.O. Box 124, Boulder, WY 82923, hereinafter referred to as "Mortgagees".

The Mortgagors, for and in consideration of the sum of Ninety-Two Thousand Five Hundred and NO/100 ($92,500.00) Dollars in lawful money of the United States, to secure certain indebtedness, evidenced by a Promissory Note of even date herewith, do hereby grant, bargain, mortgage and convey to the Mortgagees, the real property situated in Sublette County, Wyoming, described in Exhibit "A" as attached hereto. The indebtedness secured hereby is described as:

A. The principal balance of Ninety-Two Thousand Five Hundred and NO/100 ($92,500.00) Dollars together with interest at the rate of ten (10%) per annum thereon shall be paid in semi-annual installments. Payments of said semi-annual installments shall begin on 4/1/94 and continue in like amount on or before the first day of each and every sixth month thereafter. Interest shall accrue on the principal amount from 10/1/93 and shall be paid in full on each semi-annual payment date. Principal payments of at least $100.00 shall be paid on each payment date. All payments shall first be applied to accrued interest and then to principal as of the date received. All accrued interest and outstanding principal shall be due and payable in full on 10/1/2003.

B. Mortgagors shall have the right to make additional cash payments at any time and may pay the entire balance due, with any interest to date of such payment, at any time without penalty. A partial payment shall not act to reduce the amount or change the date of the next annual payment due but shall act by reduction of principal owed to reduce the total term of the Mortgage and thus the total amount of interest paid. Mortgagors may pay an amount equal to a annual payment and specify that it is an advance annual payment and not a prepayment and thus have said payment act to satisfy the next respective annual payment obligation.

C. It is specifically agreed that late payments accepted by Mortgagees will not operate to change or modify any of the due dates or other payments due hereunder.

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.

246119

RECORDED April 22, 1994 2:15 PM
IN BOOK 59 Mtg. PAGE 380
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Soxton

Rlsd. Bk 20 Rel. Pg. 89 8/20/99

380

This Mortgage is subject to the express condition that, if the Mortgagors pay, or cause to be paid, to the Mortgagees the sums set out above and all extensions and renewals thereof and all other amounts due hereunder, then this Mortgage and such note shall cease and be null and void. The Mortgagors hereby covenant to pay all such amounts.

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 their proportionate share of all insurance, 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.

(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 insurance, 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, 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 secured hereby until repaid, and the same shall be a lien on the property and be secured by this Mortgage. The Mortgagees is not required by this provision to advance such funds. A failure by Mortgagors to timely pay such insurance, taxes, assessments or other lawful charges shall constitute a default under this mortgage the same as non-payment of the sums secured by this mortgage even if such funds are advanced by Mortgagees.

3. 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 or conveyance of the property so sold. The Mortgagors agree to pay all costs of enforcement and of foreclosure, including reasonable

attorney's 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 attorney's fees, and all money expended or advanced by the Mortgagees pursuant to the provisions of this Mortgage; (2nd) all unpaid insurance, 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 on the indebtedness hereby secured; and (4th) the surplus, if any, shall be paid to the Mortgagors (subject to the rights of any junior lienholder). Provided that no foreclosure action shall be taken by the Mortgagees until thirty (30) days have elapsed since Mortgagees have given written notice to Mortgagors of such default and Mortgagors have failed to cure such default within said thirty (30) day period.

4. 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 secured hereby and any other indebtedness secured hereby, and the Mortgagees shall be entitled to a deficiency judgment.

5. The acceptance of this Mortgage, and the Promissory Note it secures, by the Mortgagees, shall be an acceptance of the terms and conditions contained herein.

6. 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 Mortgagors and the Mortgagees. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

7. The Mortgagors 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.

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

Gordon Steele
GORDON E. STEELE

Donna M. Steele
DONNA STEELE

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

The foregoing **MORTGAGE** was acknowledged before me by GORDON E. STEELE and DONNA STEELE, this 21st day of May, 1994.

Witness my hand and official seal.

Nancy Lou Lee
NOTARY PUBLIC

My Commission Expires: November 14th 1996

[redacted] [redacted] [redacted]

EXHIBIT "A"

An undivided one-half (½) interest in and to the following described real property, to-wit:

A tract of land located in the NW¼NE¼ of Section 16, Township 32 North, Range 108 West of the 6th P.M., Sublette County, Wyoming, being more particularly described as follows:

Commencing at a point which is the NE corner of Section 16, Township 32 North, Range 108 West, of the 6th P.M., thence S.55°30'W., a distance of 2089 feet, which is also corner number 1 of an adjoining tract of land, as recorded in the Office of the County Clerk and Ex-Officio Register of Deeds within and for Sublette County, Wyoming, in Book 31 of Deeds on Page 355;

thence S.39°50'W., a distance of 105 feet, along the same adjoining tract of land, to a point which is corner number 4 of said adjoining tract, and which is the point of beginning;

thence S.50°10'E., from said point of beginning, a distance of 140 feet;

thence N.39°50'E., a distance of 140 feet;

thence N.50°10'W., a distance of 140 feet;

thence S.39°50'W., a distance of 140 feet to the point of beginning;

TOGETHER WITH all improvements and appurtenances, water and water rights, ditch and ditch rights, reservoir and reservoir rights, thereunto appertaining;

SUBJECT TO reservations and restrictions contained in the United States patents or of record, to easements and rights-of-way of record or in use and to prior mineral reservations of record.

1729624 385 2nd Bk 21 Rl. pg. 500 12-02

WHEN RECORDED MAIL TO:
KEYCORP MORTGAGE INC.
18TH STREET & CAREY AVENUE
P.O. BOX 567
CHEYENNE, WYOMING 82003

246129

RECORDED April 25, 1994 11:05AM
IN BOOK 59 mtg. PAGE 385
FEES $ 18.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL TWENTY-FIRST, 19 94. The mortgagor is DAVID L THOMAS AND PATRICIA K THOMAS, HUSBAND AND WIFE ("Borrower"). This Security Instrument is given to KEYCORP MORTGAGE INC., which is organized and existing under the laws of THE STATE OF MARYLAND, and whose address is 205 PARK CLUB LANE BUFFALO, NEW YORK 14231-9000 ("Lender"). Borrower owes Lender the principal sum of FORTY-FOUR THOUSAND FOUR HUNDRED SIXTY AND NO/100 Dollars (U.S. $ 44,460.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MAY 1ST, 2019. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in SUBLETTE County, Wyoming:

LOTS 1 AND 2 AND THE WEST 5 FEET OF LOT 3, BLOCK 7, PATTERSON'S FIRST ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING

which has the address of 43 WEST MAGNOLIA 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, appurtenances, and 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.

[redacted] [redacted] [redacted]

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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under 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 Lender's opinion operate to prevent the enforcement of the lien; 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 or Property 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, including floods or flooding, 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

ماعلی

which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgement could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture 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 attorney's 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower

shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. 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.

12. 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.

13. 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.

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 judgement enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had 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 reasonab' equire to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay t 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 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 21, 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.

22. 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.

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

24. 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
- ☐ 1—4 Family Rider
- ☐ Graduated Payment Rider
- ☐ Planned Unit Development Rider
- ☐ Biweekly Payment Rider
- ☐ Balloon Rider
- ☐ Rate Improvement Rider
- ☒ Second Home 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.

Witnesses:

DAVID L THOMAS ..... (Seal) -Borrower

PATRICIA K THOMAS ..... (Seal) -Borrower

..... (Seal) -Borrower

..... (Seal) -Borrower

[Space Below This Line For Acknowledgment]

STATE OF WYOMING, **County ss:** SUBLETTE

On this 21 day of APRIL 1994 before me, the subscriber, personally appeared DAVID L THOMAS AND PATRICIA K THOMAS, HUSBAND AND WIFE

to me personally known and known to me to be the same person described in and who executed the within instrument, and ARE acknowledged to me that THEY executed the same.

LISA M. MARCHETTI - Notary Public
County of Sweetwater State of Wyoming
My Commission Expires 7-21-97

My Commission Expires:

Notary Public

1729624

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SECOND HOME RIDER

THIS SECOND HOME RIDER is made on this 21ST day of APRIL , 19 94, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to

KEYCORP MORTGAGE INC.

(the "Lender") of the same date and covering the property described in the Security Instrument (the "Property"), which is located at:

43 WEST MAGNOLIA STREET PINEDALE, WY 82941

(Property Address)

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Uniform Covenant 6 of the Security Instrument is deleted and is replaced by the following:

6. Occupancy and Use; Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.

Borrower shall occupy, and shall only use, the Property as Borrower's second home. Borrower shall keep the Property available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy and use of the Property as a second home. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Second Home Rider.

David L Thomas (Seal)
DAVID L THOMAS Borrower

Patricia K. Thomas (Seal)
PATRICIA K THOMAS Borrower

(Seal)
Borrower

(Seal)
Borrower

246135

RECORDED April 25, 1994 11:20 AM
IN BOOK 59 Mtg. PAGE 392
FEES $ 16.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sacker

[Space Above This Line For Recording Data]

MORTGAGE

1571411

WYCM-3051-C-1

THIS MORTGAGE ("Security Instrument") is given on APRIL 22, 1994 . The mortgagor is ALBERT J. TOTH AND FERN M. TOTH, HUSBAND AND WIFE AND GREG TOTH AND WELDONNA TOTH, HUSBAND AND WIFE, JAMES A. TOTH AND ELLEN I. TOTH, HUSBAND AND WIFE, MARILYN A. DORRENCE AND SAMUEL M. DORRENCE, WIFE AND HUSBAND

("Borrower"). This Security Instrument is given to NORWEST MORTGAGE, INC.

which is organized and existing under the laws of THE STATE OF MINNESOTA , and whose address is MINNESOTA SERVICE CENTER, P.O.BOX 9270, DES MOINES, IA 503069270 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED SIX THOUSAND TWO HUNDRED AND 00/100 Dollars (U.S. $ ****106,200.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MAY 1, 2014 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in SUBLETTE County, Wyoming:
LOT 3 OF THE ORCUTT HILL SUBDIVISION, UNIT I, SUBLETTE COUNTY, WYOMING.

TAX STATEMENTS SHOULD BE SENT TO: NORWEST MORTGAGE, INC., P.O.BOX 9270, DES MOINES, IA 503069270

which has the address of 20 ORCUTT DRIVE PINEDALE [Street, City],
Wyoming 82941 ("Property Address");
[Zip Code]

Rlsd. bk 25 Pg. 519 12/15/05
Asn. BK 65 Pg 4 7/16/01

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under 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 (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.

[redacted] [redacted] [redacted]

5. Hazard or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. 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.

12. 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.

13. 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.

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.

[redacted] [redacted] [redacted]

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 as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 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 21, 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.

22. 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.

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

24. 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. WYC6-3051-1
[Check applicable box(es)]

- ☐ Adjustable Rate Rider
- ☐ Graduated Payment Rider
- ☐ Balloon Rider
- ☐ V.A. Rider
- ☐ Condominium Rider
- ☐ Planned Unit Development Rider
- ☐ Rate Improvement Rider
- ☐ Other(s) [specify]
- ☐ 1-4 Family Rider
- ☐ Biweekly Payment Rider
- ☐ Second Home Rider

THIS INSTRUMENT WAS DRAFTED BY: NORWEST MORTGAGE, INC., 7090 SOUTH UNION PARK AVE., SUITE 590, MIDVALE, UT 840474156

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.

Witnesses:

James A. Toth
JAMES A. TOTH

Ellen I. Toth
ELLEN I. TOTH

Albert J. Toth (Seal)
ALBERT J. TOTH -Borrower

Fern M Toth (Seal)
FERN M. TOTH -Borrower

Weldonna Toth by Greg Toth her attorney in fact (Seal)
WELDONNA TOTH -Borrower

Greg Toth (Seal)
GREG TOTH -Borrower

Marilyn A. Dorrence by Greg Toth her attorney in fact
MARILYN A. DORRENCE

Samuel M. Dorrence by Greg Toth his attorney in fact
SAMUEL M. DORRENCE

STATE OF WYOMING, SWEETWATER **County ss:**

The foregoing instrument was acknowledged before me this APRIL 22, 1994 (date)
by James A. Toth, Ellen I. Toth, Albert J. Toth, Fern M. Toth, Greg Toth and Weldonna Toth, Marilyn A. Dorrence and Samuel M. Dorrence by Greg Toth their attorney in fact (person acknowledging)

My Commission Expires: 8-2-95

Linda S. Spencer
Notary Public

LINDA S. SPENCER - Notary Public
County of Sweetwater State of Wyoming
My Commission Expires

246165

RECORDED April 28 1994 10:05 AM
IN BOOK 59 mtg PAGE 398
FEES $ 18.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL 27, 1994 . The mortgagor is BILLY J. WYLIE AND NELDA WYLIE, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to ROCK SPRINGS NATIONAL BANK , which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose address is 333 BROADWAY PO BOX 880 ROCK SPRINGS WY 82902-0880 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED FIFTY THOUSAND AND NO/100********** Dollars (U.S. $ 150,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on APRIL 27, 2009 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 SCHEDULE C ATTACHED HERETO AND MADE A PART HEREOF.

which has the address of HWY 191 NORTH [Street] , BONDURANT [City] ,

Wyoming 82922 [Zip Code] ("Property Address");

Rlsd. Bk 19 Rel. Pg 555 3/8/99 398

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under 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 (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.

[redacted] [redacted] [redacted]

5. Hazard or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage

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insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. 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.

12. 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.

13. 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.

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.

[redacted] [redacted] [redacted]

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 as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 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 21, 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

BANKERS SYSTEMS, INC., ST. CLOUD, MN 56302 (1-800-397-2341) FORM MD-1-WY 2/8/91

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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.

22. 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.

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

24. 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
- ☐ 1-4 Family Rider
- ☐ Graduated Payment Rider
- ☐ Planned Unit Development Rider
- ☐ Biweekly Payment Rider
- ☐ Balloon Rider
- ☐ Rate Improvement Rider
- ☐ Second Home 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)
BILLY J. WYLIE -Borrower

Social Security Number ....463-32-8161.....

X ..... (Seal)
NELDA WYLIE -Borrower

Social Security Number ....525-66-5721.....

[Space Below This Line For Acknowledgment]

STATE OF WYOMING, ...SWEETWATER..... County ss:

The foregoing instrument was acknowledged before me this .....April 27, 1994.....
(date)

by ....BILLY J. WYLIE AND NELDA WYLIE, HUSBAND AND WIFE.....
(person acknowledging)

My commission expires: 10-2-95

REBECCA L. MORRISON - NOTARY PUBLIC
COUNTY OF SWEETWATER
STATE OF WYOMING
THIS COMMISSION EXPIRES OCTOBER 2, 1995

X ..... Notary Public
REBECCA L. MORRISON

[redacted] [redacted] [redacted]

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

A tract of land in the NE¼SW¼, NW¼SE¼, SE¼SE¼ and the SW¼SE¼ of Section 4, Township 37 North, Range 113 West, 6th P.M., Sublette County, Wyoming, described as follows:

Beginning at the southwest corner of said SW¼SE¼ (the S¼ corner), thence N.00°00'49"W., 1320.26 feet to the northwest corner of said SW¼SE¼ (the CS 1/16 corner); thence N.89°41'20"W., 857.70 feet along the south line of said NE¼SW¼ to 5/8" diameter rebar with cap inscribed "PLS 3831"; thence N.55°14'40"E., 1454.42 feet the intersection with the southwest line of the tract described in the deed recorded in Book 15 of Deeds, page 407, in the Office of the Clerk of Sublette County, Wyoming, marked by a 5/8" diameter rebar with cap inscribed "PLS 3831"; thence S.34°45'00"E., 150.56 feet along said southwest line to a T-stake with chromed cap inscribed "RLS 164" marking the south corner of said record tract; thence N.55°14'40"E., 351.18 feet to a T-stake with chromed cap inscribed "RLS 164" marking the east corner of said record tract and the southwest right-of-way line of said highway; thence continuing N.55°14'40"E., 99.93 feet to the intersection with the northeast right-of-way line of said highway; thence S.34°45'26"E., 917.70 feet along said northeast right-of-way line to the intersection with the north-south center line of said SE¼; thence S.00°19'56"E., 211.51 feet along said center line to the southeast corner of said NW¼SE¼ (the SE 1/16 corner); thence N.89°58'10"E., 23.81 feet to the intersection with the southwest right-of-way line of Wyoming Highway 187-189; thence continuing N.89°58'10"E., 121.67 feet to the intersection with the northeast right-of-way line of said highway; thence S.34°45'15"E., 402.36 feet along said northeast right-of-way line; thence S. 53°48'00"W., 100.03 feet to the intersection with said southwest right-of-way line; thence continuing S.53°48'00"W., 1578.66 feet to the intersection with the south line of said SW¼SE¼, marked by 5/8" diameter rebar with cap inscribed "PLS 3831"; thence S.89°59'00"W., 337.99 feet along said south line to the Point of Beginning.

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FIRST MORTGAGE

THIS FIRST MORTGAGE, effective as of the 5th day of October, 1993, from Jeanne M. Sanders, a single woman, hereinafter referred to as the "Mortgagor", to Martha Van Camp, P.O. Drawer 2140, Daytona Beach, Florida 32115, hereinafter referred to as the "Mortgagee".

The Mortgagor, for and in consideration of the receipt of Forty Thousand and No/100 Dollars ($40,000.00) lawful money of the United States, and to secure the indebtedness hereinafter referred to, does hereby grant, bargain, mortgage, and convey to the Mortgagee the following described real property situated in Sublette County, Wyoming; to-wit:

Beginning at Corner No. 1 which lies N. 78°42'W., a distance of 2842.4 feet from the West ¼ corner of Section 28, Township 38 North, Range 113 West, 6th P.M.; thence N.43°35'W., a distance of 335 feet to Corner No. 2, which is along the U.S. Highway No. 187 (now known as U.S. Highway 191) right of way fence; thence N.46°25'E., for a distance of 130 feet to Corner No. 3; thence S.43°35'E., for a distance of 335 feet to Corner No. 4; thence S.46°25'W., for a distance of 130 feet to Corner No. 1, the place of beginning,

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.

TO HAVE AND TO HOLD such property forever (any of such property which is subject to the lien of this mortgage from time to time is referred to as the "property"), the Mortgagor hereby relinquishing and waiving all rights under and by virtue of the homestead 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 Thousand and No/100 Dollars ($40,000.00), together with any applicable charges according to the provisions of a certain promissory note or notes, dated as of the date hereof, executed and delivered by the Mortgagor to the Mortgagee, and all extensions and renewals thereof, and all other amounts due hereunder, then this mortgage and such note or notes shall cease and be null and void. The Mortgagor hereby covenants to pay all such amounts.

1. The Mortgagor further covenants and agrees as follows:

a. The lien of this mortgage shall remain in full force and effect during any postponement or extension of the time of payment of any part of the indebtedness secured hereby.

b. The Mortgagor shall pay or cause to be paid all taxes and assessments (including without limitation, any homeowner assessments) levied or assessed against the property, and shall comply with all recordation and other laws affecting the security of this Mortgage, at the expense of the Mortgagor. The Mortgagor further agrees (i) to maintain all buildings and other structures on the property, if any, in substantially their original condition or better, reasonable wear from the elements expected 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

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RECORDED April 28, 1994 4:30p M
IN BOOK 59 Mtg. PAGE 405
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

on the property, if any, written by sound and reputable insurance companies in the full insurable value of such property subject to reasonable deductibles, covering the parties as their interest may appear (provided that the Mortgagor may use the proceeds to reconstruct buildings, fixtures and improvements on the property), and the Mortgagor shall furnish a copy thereof to the Mortgagee promptly after the execution hereof.

c. The Mortgagor shall not permit the interest of the Mortgagor in the property or any part thereof to be levied upon or attached in any legal or equitable proceeding, except to the extent such levy or attachment 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 convents 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 sixty (60) days after notice of such default given by or on behalf of the Mortgagee, in the manner provided herein, 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. 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 advance by the Mortgagee pursuant to the provisions of this Mortgage; (2nd) all unpaid taxes, assessments, claims and liens on the property, which are superior to the lien hereof; (3rd) the balance due to the Mortgagee on account of principal and interest and late charges on the indebtedness hereby secured; and (4th) the surplus, if any, shall be paid to the Mortgagor (subject to the rights of any junior lienholders).

4. If the right of foreclosure accrues as a result of any default hereunder, and insofar as it is consistent with any senior lien on the property, the Mortgagee shall at once become entitled to exclusive possession, use and enjoyment of the property and to all rents, income and profits 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. 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, 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 the 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 old under foreclosure, or otherwise, and the proceeds are insufficient to pay the total indebtedness hereby secured, the Mortgagor shall be personally bound to pay the unpaid balance of the note or notes secured hereby and any other indebtedness secured hereby, and the Mortgagee shall be entitled to a deficiency judgment.

6. The acceptance of this Mortgage, and the note or notes it secures, by the Mortgagee shall be an acceptance of the terms and conditions contained herein.

7. The covenants and agreements herein contained shall bind, and inure to the benefit of, the respective heirs, devisees, legatees, executors, administrators, successors and assigns of the Mortgagor and the Mortgagee. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. The Mortgagor shall not create, incur or suffer to exist any other mortgage or lien on the property 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. This Mortgage is executed by the spouse of each Mortgagor, if any.

11. If there is more than one holder of the note or notes secured hereby at any time, any action with respect to the Mortgage by the holder or holders of 51% or more in unpaid principal amount thereof shall be binding upon all other holders.

12. Each individual executing this Mortgage and the related note or notes shall be personally bound, jointly and severally, to perform and observe all covenants and agreements of the Mortgagor contained herein and therein.

13. Any notice required to be given to any person hereunder or under the note or notes secured hereby shall be given 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), the notice so mailed shall for all purposes hereof, be as effectual as though served upon such party in person, at the time of the receipt of such notice by Mortgagor.

IN WITNESS WHEREOF, the mortgage has been executed by the Mortgagor as of the date first above written.

Jeanne M. Sanders

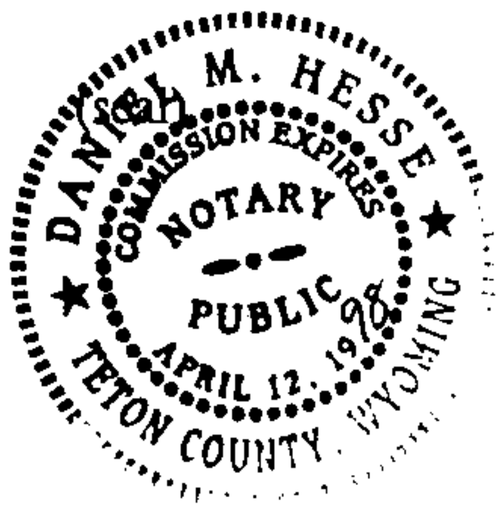
Jeanne M. Sanders

(Notary Blank on following page)

COUNTY OF TETON)
) ss
STATE OF WYOMING)

The above First Mortgage was acknowledged before me by Jeanne M. Sanders this 14th day of April, 1994.

WITNESS my hand and official seal.



Notary Public
My Commission expires: 4/12/98

409

Released BK 17 pg 259

Key Bank of Wyoming
BIG PINEY
440 BUDD AVENUE PO BOX 428
BIG PINEY, WY 83113
307-276-3961 (Lender)

MORTGAGE

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RECORDED April 29, 1993 2:20 PM
IN BOOK 59 Mtg. PAGE 409
FEES 14.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

BORROWER	MORTGAGOR
JOHN S ANDERSON JUDITH T ANDERSON	JOHN S ANDERSON JUDITH T ANDERSON
ADDRESS RT 19, BOX 215 JOHNSON CITY, TN 37601	ADDRESS RT 19, BOX 215 JOHNSON CITY, TN 37601
TELEPHONE NO. 615-926-7930 IDENTIFICATION NO.	TELEPHONE NO. 615-926-793? IDENTIFICATION NO.

This document was prepared by the Lender indicated above.

In consideration of the loan or other credit accommodation hereinafter specified and any future advances or future Obligations which may hereinafter be advanced or incurred and the trust hereinafter mentioned and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby warrants and mortgages to Lender, its successors and assigns, with power of sale and right of entry and possession all of Mortgagor's present and future estate, right, title and interest in and to the real property described in Schedule A which is attached to this Mortgage and incorporated herein together with all present and future improvements and fixtures; privileges, hereditaments, and appurtenances; leases, licenses and other agreements; rents, issues and profits; water, well, ditch, reservoir and mineral rights and stocks pertaining to the real property (cumulatively "Property"); until payment in full of all Obligations secured hereby.

Moreover, in further consideration, Mortgagor does, for Mortgagor and Mortgagor's heirs, representatives and assigns, hereby expressly warrant, covenant, and agree with Lender its successors and assigns as follows:

1. OBLIGATIONS. This Mortgage shall secure the payment and performance of all present and future indebtedness, liabilities, obligations and covenants of Borrower or Mortgagor (cumulatively "Obligations") to Lender pursuant to:

(a) this Mortgage and the following promissory notes and other agreements:

INTEREST RATE	PRINCIPAL AMOUNT/ CREDIT LIMIT	FUNDING/ AGREEMENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER
FIXED	$115,000.00	04/13/94	10/13/94	65170	103046

(b) all other present or future, written agreements with Lender which refer specifically to this Mortgage **(whether executed for the same or different purposes than the foregoing)**;

(c) any guaranty of obligations of other parties given Lender now or hereafter executed which refers to this Mortgage;

(d) future advances, whether made under an open-end credit agreement or otherwise, to the same extent as if made contemporaneously with the execution of this Mortgage, made or extended on behalf of Mortgagor or Borrower. Mortgagor agrees that if one of the Obligations is a line of credit, the lien of this Mortgage shall continue until payment in full of all debt due under the line notwithstanding the fact that from time to time (but before termination of the line) no balance may be outstanding;

(e) all repeated amendments, extensions, renewals, modifications, replacements or substitutions to any of the foregoing.

As used in this Paragraph 1, the terms Mortgagor and Borrower shall include and also mean any Mortgagor or Borrower if more than one.

2. REPRESENTATIONS, WARRANTIES AND COVENANTS. Mortgagor represents, warrants and covenants to Lender that:

(a) Mortgagor shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Mortgage and those described in Schedule B which is attached to this Mortgage and incorporated herein by reference, which Mortgagor agrees to pay and perform in a timely manner;

(b) Mortgagor is in compliance in all respects with all applicable federal, state and local laws and regulations, including, without limitation, those relating to "Hazardous Materials", as defined herein, and other environmental matters (the "Environmental Laws"), and neither the federal government nor the State of Wyoming or any other governmental or quasi governmental entity has filed a lien on the Property, nor are there any governmental, judicial or administrative actions with respect to environmental matters pending, or to the best of the Mortgagor's knowledge, threatened, which involve the Property. Neither Mortgagor nor, to the best of Mortgagor's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any Hazardous Materials as defined herein, in connection with the Property or transported any Hazardous Materials to or from the Property. Mortgagor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) friable or nonfriable asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; and (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect. Mortgagor shall not lease or permit the sublease of the Property to a tenant or subtenant whose operations may result in contamination of the Property with Hazardous Materials or toxic substances;

(c) All applicable laws and regulations (including, without limitation, the Americans with Disabilities Act, 42 U.S.C. 12101 et seq. (and all regulations promulgated thereunder) and all zoning and building laws and regulations) relating to the Property by virtue of any federal, state or municipal authority with jurisdiction over the Property presently are and shall be observed and complied with in all material respects, and all rights, licenses, permits, and certificates of occupancy (including but not limited to zoning variances, special exceptions for nonconforming uses, and final inspection approvals), whether temporary or permanent, which are materials to the use and occupancy of the Property, presently are and shall be obtained, preserved and, where necessary, renewed;

(d) Mortgagor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Mortgagor at any time;

(e) No action or proceeding is or shall be pending or threatened which might materially affect the Property; and

(f) Mortgagor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage.

3. PRIOR MORTGAGES. Mortgagor represents and warrants that there are no prior mortgages or deeds of trust affecting any part of the Property except as set forth on Schedule B attached to this Mortgage which Mortgagor agrees to pay and perform in a timely manner. If there are any prior mortgages or deeds of trust [redacted]gagor agrees to pay all amounts owed, and [redacted]n all obligations required, under such mortg[redacted]deeds of trust and the indebtedness secured thereby and further agrees that a default under any prior mortgage or deed of trust shall be a default under this Mortgage and shall entitle Lender to all rights and remedies contained herein or in the Obligations to which [illegible]er would be entitled in the event of any other default.

4. TRANSFERS [redacted] PROPERTY OR BENEFICIAL INTERESTS I[redacted]GAGORS OR BORROWERS. In the event of [redacted]nveyance, lease, contract for deed or transfer to any person of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Mortgagor (if Borrower or Mortgagor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity), Lender may, at its option declare the outstanding principal balance of the Obligations plus accrued interest thereon immediately due and payable, or, at Lender's sole option, Lender may consent to said conveyance in writing and may increase the interest rate of the Obligations to the interest rate which Lender would then commit to make a first mortgage loan of similar character with similar security, as determined by Lender in its sole discretion, or compensate Lender for such increased risk resulting from the breach of the foregoing covenants. At Lender's request, Mortgagor or Borrower, as the case may be, shall furnish a complete statement setting forth all of its stockholders or partners, as appropriate, and the extent of their respective stock ownership or partnership interests.

5. ASSIGNMENT OF RENTS. In consideration of the Obligations which are secured by this Mortgage, Mortgagor absolutely assigns to Lender all Mortgagor's estate, right, title, interest claim and demand now owned or hereafter acquired in all existing and future leases of the Property (including extensions, renewals and subleases), all agreements for use and occupancy of the Property (all such leases and agreements whether written or oral, are hereafter referred to as the "Leases"), and all guaranties of lessees' performance under the Leases, together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues, profits and other income of any nature now or hereafter due (including any income of any nature coming due during any redemption period) under the Leases or from or arising out of the Property including minimum rents, additional rents, percentage rents, parking or common area maintenance contributions, tax and insurance contributions, deficiency rents, liquidated damages following default in any Lease, all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability caused by destruction or damage to the Property, all proceeds payable as a result of a lessee's exercise of an option to purchase the Property all proceeds derived from the termination or rejection of any Lease in a bankruptcy or other insolvency proceeding, and all proceeds from any rights and claims of any kind which Mortgagor may have against any lessee under the Leases or any occupants of the Property (all of the above are hereafter collectively referred to as the "Rents"). This assignment is subject to the right, power and authority given to the Lender to collect and apply the Rents. The lien created by this assignment is intended to be specific, perfected, and choate upon the recording of this Mortgage. As long as there is no default under the Obligations or this Mortgage, Lender grants Mortgagor a revocable license to collect all Rents from the Leases when due and to use such proceeds in Mortgagor's business operations. However, Lender may at any time require Mortgagor to deposit all Rents into an account maintained by Mortgagor or Lender at Lender's institution. Upon default in the payment of, or in the performance of, any of the Obligations, Lender may at its option take possession of the Property and have, hold, manage, lease and operate the Property on terms and for a period of time that Lender deems proper. Lender may proceed to collect and receive all Rents, from the property, and Lender shall have full power to periodically make alterations, renovations, repairs or replacements to the Property as Lender may deem proper. Lender may apply all Rents to the payment of the cost of such alterations, renovations, repairs and replacements and any expenses incident to taking and retaining possession of the Property and the management and operation of the Property. Lender may keep the Property properly insured and may discharge any taxes, charges, claims, assessments and other liens which may accrue. The expense and cost of these actions may be paid from the Rents received, and any unpaid amounts shall be added to the principal of the Obligations. These amounts, together with other costs, shall become part of the Obligations secured by this Mortgage.

6. LEASES AND OTHER AGREEMENTS. Mortgagor shall not take or fail to take any action which may cause or permit the termination or the withholding of any payment in connection with any Lease or other agreement ("Agreement") pertaining to the Property. In addition, Mortgagor, without Lender's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Mortgagor's rights, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Mortgagor receives at any time any written communication asserting a default by Mortgagor under an Agreement or purporting to terminate or cancel any Agreement, Mortgagor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender. All such Agreements and the amounts due to Mortgagor thereunder are hereby assigned to Lender as additional security for the Obligations.

7. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lender shall be entitled to notify or require Mortgagor to notify any third party (including, but not limited to, lessees, licensees, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Mortgagor with respect to the Property (cumulatively "Indebtedness") whether or not a default exists under this Mortgage. Mortgagor shall diligently collect the Indebtedness owing to Mortgagor from these third parties until the giving of such notification. In the event that Mortgagor possesses or receives possession of any instruments or other remittances with respect to the Indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any Indebtedness or the payment of any insurance or condemnation proceeds, Mortgagor shall hold such instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required, to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral upon, or otherwise settle any of the Indebtedness whether or not an event of default exists under this Agreement. Lender shall not be liable to Mortgagor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Notwithstanding the foregoing, nothing herein shall cause Lender to be deemed a mortgagee in possession.

8. USE AND MAINTENANCE OF PROPERTY. Mortgagor shall take all actions and make any repairs needed to maintain the Property in good condition. Mortgagor shall not commit or permit any waste to be committed with respect to the Property. Mortgagor shall use the Property solely in compliance with applicable law and insurance policies. Mortgagor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the beneficial interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Mortgagor's sole expense.

9. LOSS OR DAMAGE. Mortgagor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any cause whatsoever. In the event of any Loss or Damage, Mortgagor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.

10. INSURANCE. The Property will be kept insured for its full insurable value (replacement cost) against all hazards including loss or damage caused by flood, earthquake, tornado and fire, collision, theft or other casualty to the extent required by Lender. Mortgagor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least 30 days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a loss payee and provide that no act or omission of Mortgagor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. In the event Mortgagor fails to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and the insurance cost shall be an advance payable and bearing interest as described in Paragraph 21 and secured hereby. Mortgagor shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Mortgagor in making and settling claims under insurance policies, cancelling any policy or endorsing Mortgagor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constantly assigned, pledged and delivered to Lender for further securing the Obligations. In the event of loss, Mortgagor shall immediately give Lender written notice and Lender is authorized to make proof of loss. Each insurance company is directed to make payments directly to Lender instead of to Lender and Mortgagor. Lender shall have the right, at its sole option, to apply such monies toward the Obligations or toward the cost of rebuilding and restoring the Property. Any amounts may at Lender's option be applied in the inverse order of the due dates thereof.

11. ZONING AND PRIVATE COVENANTS. Mortgagor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Mortgagor's use of the Property becomes a nonconforming use under any zoning provision, Mortgagor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Mortgagor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.

12. CONDEMNATION. Mortgagor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Mortgagor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property.

13. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS. Mortgagor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Mortgagor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Mortgagor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name.

14. INDEMNIFICATION. Lender shall not assume or be responsible for the performance of any of Mortgagor's obligations with respect to the Property under any circumstances. Mortgagor shall immediately provide Lender with written notice of and indemnify and hold Lender and its shareholders, directors, officers, employees and agents harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses), causes of action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Mortgagor, upon the request of Lender, shall hire legal counsel to defend Lender from such Claims, and pay the attorneys' fees, legal expenses and other costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Mortgagor's cost. Mortgagor's obligation to indemnify Lender under this paragraph shall survive the termination, release or foreclosure of this Mortgage.

15. TAXES AND ASSESSMENTS. Mortgagor shall pay all taxes and assessments relating to Property when due and immediately provide Lender evidence of payment of same. Upon the request of Lender, Mortgagor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance premium, taxes and assessments pertaining to the Property. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so held to pay any taxes or against the Obligations. Any funds applied may, at Lender's option, be applied in reverse order of the due date thereof.

16. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Mortgagor shall allow Lender or its agents to examine and inspect the Property and examine, inspect and make copies of Mortgagor's books and records pertaining to the Property from time to time. Mortgagor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Mortgagor's books and records shall be genuine, true, accurate and complete in all respects. Mortgagor shall note the existence of Lender's beneficial interest in its books and records pertaining to the Property. Additionally, Mortgagor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Mortgagor's financial condition or the Property. The information shall be for such periods, shall reflect Mortgagor's records at such time, and shall be rendered with such frequency as Lender may designate. All information furnished by Mortgagor to Lender shall be true, accurate and complete in all respects, and signed by Mortgagor if Lender requests.

17. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Mortgagor shall deliver to Lender, or any intended transferee of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance on the Obligations; and (b) whether Mortgagor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature or such claims, defenses, set-offs or counterclaims. Mortgagor will be conclusively bound by any representation that Lender may make to the intended transferee with respect to these matters in the event that Mortgagor fails to provide the requested statement in a timely manner.

18. DEFAULT. Mortgagor shall be in default under this Mortgage in the event that Mortgagor, Borrower or any guarantor of any Obligation:

(a) fails to pay any Obligation to Lender when due;
(b) fails to perform any Obligation or breaches any warranty or covenant to Lender contained in this Mortgage or any other present or future agreement;
(c) destroys, loses or damages the Property in any material respect or the Property becomes subject to seizure, confiscation or condemnation;
(d) seeks to revoke, terminate or otherwise limit its liability under any guaranty to Lender or any individual guarantor dies;
(e) dies, becomes legally incompetent, is dissolved or terminated, becomes insolvent, makes an assignment for the benefit of creditors, fails to pay debts as they become due, files a petition under the federal bankruptcy laws, has an involuntary petition in bankruptcy filed in which Mortgagor, Borrower or any guarantor is named or has property taken under any writ or process of court;
(f) allows goods to be used on, transported or stored on the Property, the possession, transportation, or use of which, is illegal;
(g) allows any party other than Mortgagor or Borrower to assume or undertake any Obligation without the written consent of Lender; or
(h) causes Lender to deem itself insecure due to a significant decline in the value of the Property; or Lender, in good faith, believes that the prospect of payment or performance is impaired.

19. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):

(a) to declare the Obligations immediately due and payable in full;
(b) to collect the outstanding Obligations with or without resorting to judicial process;
(c) to require Mortgagor to deliver and make available to Lender any personal property or Chattels constituting the Property at a place reasonably convenient to Mortgagor and Lender;
(d) to enter upon and take possession of the Property without applying for or obtaining the appointment of a receiver and, at Lender's option, to appoint a receiver without bond, without first bringing suit on the Obligations and without otherwise meeting any statutory conditions regarding receivers, it being intended that Lender shall have this contractual right to appoint a receiver;
(e) to employ a managing agent of the Property and let the same, in the name of Lender or in the name of Mortgagor, and receive the rents, incomes, issues and profits of the Property and apply the same, after payment of all necessary charges and expenses, on account of the Obligations;
(f) to pay any sums in any form or manner deemed expedient by Lender to protect the security of this Mortgage or to cure any default other than payment of interest or principal on the Obligations;
(g) to foreclose this Mortgage either by suit at law or equity, as Lender may elect, or to foreclose this Mortgage by advertisement and sale of the property at public venue for cash, according to Wyoming statutes governing mortgage foreclosures;
(h) to set-off Mortgagor's Obligations against any amounts owed Mortgagor by Lender including, but not limited to, monies, instruments, and deposit accounts maintained with Lender or any currently existing or future affiliate of Lender; and
(i) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Mortgagor, Mortgagor waives the posting of any bond which might otherwise be required. Lender or Lender's designee may purchase the Property at any sale. The Property or any part thereof may be sold in one parcel, or in such parcels, manner or order as Lender in its sole discretion may elect, and one or more exercises of the power herein granted shall not extinguish or exhaust the power unless the entire Property are sold or the Obligations paid in full.

20. SECURITY INTEREST UNDER THE UNIFORM COMMERCIAL CODE. This Mortgage shall be considered a financing statement pursuant to the provisions of the Uniform Commercial Code covering fixtures, chattels, and articles of personal property now owned or hereafter attached to or to be used in connection with the Property together with any and all replacements thereof and additions thereto (the "Chattels"), and Mortgagor hereby grants Lender a security interest in such Chattels. The debtor is the Mortgagor described above. The secured party is the Lender described above. Upon demand, Mortgagor shall make, execute and deliver such security agreements (as such term is defined in the Uniform Commercial Code of Wyoming) as Lender at any time may deem necessary or proper or require to grant to Lender a perfected security interest in the Chattels, and upon Mortgagor's failure to do so, Lender is authorized to sign any such agreement as the agent of Mortgagor. Mortgagor hereby authorizes Lender to file financing statements (as such term is defined in said Uniform Commercial Code) with respect to the Chattels, at any time, without the signature of Mortgagor. Mortgagor will, however, at any time upon request of Lender, sign such financing statements. Mortgagor will pay all filing fees for the filing of such financing statements and for the refiling thereof at the times required, in the opinion of Lender, by said Uniform Commercial Code. If the lien of this Mortgage be subject to any security agreement covering the Chattels, then in the event of any default under this Mortgage, all the right, title and interest of Mortgagor in and to any and all of the Chattels is hereby assigned to Lender, together with the benefit of any deposits or payments now or hereafter made thereof by Mortgagor or the predecessors or successors in title of Mortgagor in the Property.

21. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Lender, at Lender's option, may expend funds (including attorneys' fees and legal expenses) to perform any act required to be taken by Mortgagor or to exercise any right or remedy of Lender under this Mortgage. Upon demand, Mortgagor shall immediately reimburse Lender for all such amounts expended by Lender together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the beneficial interest granted herein. If the Obligations are paid after the beginning of publication of notice of sale, as herein provided, or in the event Lender shall, at its sole option, permit Mortgagor to pay any part of the Obligations after the beginning of publication of notice of sale, as herein provided, then, Mortgagor shall pay on demand all expenses incurred by the Lender in connection with said publication, including reasonable attorneys' fees to the attorneys for the Lender, and this Mortgage shall be security for all such expenses and fees.

22. APPLICATION OF PAYMENTS. All payments made by or on behalf of Mortgagor may be applied against the amounts paid by Lender (including attorneys' fees and legal expenses) in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Lender chooses.

23. POWER OF ATTORNEY. Mortgagor hereby appoints Lender as its attorney-in-fact to endorse Mortgagor's name on all instruments and other documents pertaining to the Obligations or Indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Mortgagor under this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Mortgagor from any Obligation or cure any default under this Mortgage. The powers of attorney described in this Mortgage are coupled with an interest and are irrevocable.

24. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.

25. COLLECTION COSTS. To the extent permitted by law, Mortgagor agrees to pay Lender's reasonable fees and costs, including but not limited to fees and costs of attorneys and other agents (including without limitation paralegals, clerks and consultants), which are incurred by Lender in collecting any amount due or enforcing any right or remedy under this Mortgage or any other agreement between Mortgagor and Lender, all whether or not suit is brought and including but not limited to fees and costs incurred on appeal, in bankruptcy, and for post-judgment collection actions and whether or not such attorney is an employee of Lender.

26. PARTIAL RELEASE. Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Nothing herein shall be deemed to obligate Lender to release any of its interest in the Property, nor shall Lender be obligated to release any part of the Property if Mortgagor is in default under this Mortgage.

27. MODIFICATION AND WAIVER. The modification or waiver of any of Mortgagor's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by Lender. Lender may perform any of Borrower's or Mortgagor's Obligations, delay or fail to exercise any of its rights or accept payments from Mortgagor or anyone other than Mortgagor without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Mortgagor's Obligations under this Mortgage shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the Obligations belonging to any Mortgagor, Borrower or third party or any of its rights against any Mortgagor, Borrower or third party or any of the Property. Lender's failure to insist upon strict performance of any of the Obligations shall not be deemed a waiver and Lender shall have the right at any time thereafter to insist upon strict performance.

[redacted] [redacted] [redacted]

28. SUCCESS[redacted]D ASSIGNS. This Mortgage shall be bindi[redacted]and inure to the benefit of Mortgagor and L[redacted]d their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees and devisees.

29. NOTICES. Except as otherwise required by law, any notice or other communication to be provided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties may designate in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given three (3) days after such notice is sent and any other such notice shall be deemed given when received by the person to whom such notice is being given.

30. SEVERABILITY. If any provision of this Mortgage violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable.

31. APPLICABLE LAW. This Mortgage shall be governed by the laws of the State of Wyoming. Unless applicable law provides otherwise, Mortgagor consents to the jurisdiction and venue of any court selected by Lender, in its sole discretion, located in Wyoming.

32. MISCELLANEOUS. Mortgagor and Lender agree that [redacted]e is of the essence. Mortgagor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Mortgagor in this Mortgage shall include all persons signing below. If there is more than one Mortgagor, their Obligations shall be joint and several. This Mortgage represents the complete integrated understanding between Mortgagor and Lender pertaining to the terms and conditions hereof.

33. RELEASE AND WAIVER OF HOMESTEAD. 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 Mortgagor is lawfully seized of said Property, that it is free from all encumbrances, and hereby covenants to warrant and defend the title of said Property against the lawful claims of all persons whomsoever.

Any Mortgagor who signs this Mortgage but does not execute the Note or Agreement evidencing the Obligations (the "Note"): (a) is signing this document to grant and convey their interest in the Property under the terms of this document; (b) is not personally obligated to pay the Note; (c) agrees that Lender and any Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this document or the Note without that Mortgagor's consent; (d) hereby releases and forever quit-claims unto Lender, as Mortgagee, all his/her rights of homestead in and to the Property.

34. ADDITIONAL TERMS.

Mortgagor acknowledges that Mortgagor has read, understands, and agrees to the terms and conditions of this Mortgage.

IN WITNESS HEREOF, Mortgagor has executed this instrument either individually or has caused this instrument to be executed and delivered in its name by its duly authorized representative on the date of the acknowledgment.

Dated this 13TH day of APRIL, 1994.

MORTGAGOR: JOHN S ANDERSON

John S Anderson

JOHN S ANDERSON

MORTGAGOR: JUDITH T ANDERSON

Judith T Anderson

JUDITH T ANDERSON

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

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STATE OF ~~WYOMING~~ Tennessee)
) ss:
COUNTY OF Anderson)

On this 21st day of April, 1994, before me personally appeared John A. Anderson and Juliet T. Anderson to me known to be the person(s) described in and who executed the executed the foregoing instrument, and acknowledged that they executed the same as a free act and deed, including the release and waiver of the right of homestead.

Given under my hand and seal this 21st day of April, 1995.

Patricia J. Hagie
Notary Public

My Commission Expires:
January 20, 1997

STATE OF WYOMING)
) ss:
COUNTY OF _____)

On this _____ day of _____, _____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he/she/they are the _____, respectively, of said _____, executing the foregoing instrument, that said instrument was signed on behalf of said _____, by authority of its _____, and the above signed person(s) acknowledged the execution of said instrument to be the free act and deed of said _____.

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

Notary Public

My Commission Expires: _____

RELEASE OF HOMESTEAD RIGHTS:

STATE OF WYOMING)
) ss:
COUNTY OF LARAMIE _____)

On this _____ day of _____, _____, before me personally appeared _____ to me known to be the spouse of _____, and who executed the foregoing instrument for purposes of waiving and relinquishing his/her homestead rights, acknowledged that he/she had been fully advised of his/her rights and the effect of signing, and acknowledged that he/she executed the foregoing instrument as his/her free act and deed.

Given under my hand and seal this _____ day of _____, _____.

(SEAL)

Notary Public

My Commission Expires:

SCHEDULE A

TRACT 8 OF THE REDSTONE UPPER GREEN RIVER SUBDIVISION, SUBLETTE COUNTY, WYOMING.

SCHEDULE B

[redacted] [redacted] [redacted]

AFTER RECORDING RETURN TO LENDER AT ITS ADDRESS DESCRIBED ABOVE.

HEEB, J.F.
250746

246198

RECORDED May 2, 19 94 9:45 AM
IN BOOK 59 mtg. PAGE 414
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

By Cathy Saxton

FHA MORTGAGE

FHA Case No.
591-0735992-703

State of Wyoming

THIS MORTGAGE ("Security Instrument") is given on April 29, 1994
The Mortgagor is
John F. Heeb and Shirley L. Heeb, Husband and Wife

whose address is 6 Aspen Lane, Big Piney, WY 83113
("Borrower"). This Security Instrument is given to

Wallick and Volk, Inc.

which is organized and existing under the laws of The State of Wyoming , and whose address is 222 E. 18th Street, Cheyenne, WY 82001
("Lender"). Borrower owes Lender the principal sum of
Seventy Six Thousand Six Hundred Eighty Seven Dollars and no/100

Dollars (U.S. $ 76,687.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on May 1, 2024 . 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 6 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 the power of sale, the following described property located in Sublette County, Wyoming.

Lot 4 and 6 of the Little Piney Subdivision, Sublette County, Wyoming.

which is the address of 6 Aspen Lane, 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.

Rlsd. BK 20 Rel. Pg. 228 12/6/99 414 Assigned BK 59 mtg Pg 530

HEEB, J. F. PI
2507431

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by Paragraph 4.

Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become delinquent.

If at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. In any year in which the Lender must pay a mortgage insurance premium to the Secretary, each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary; or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by lender as follows:
First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;
Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;
Third, to interest due under the Note;
Fourth, to amortization of the principal of the Note;
Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lenders of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the property if the property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other 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, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

7. 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 place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly

Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the note secured thereby not be eligible for insurance under the National Housing Act within 180 days from the date hereof, Lender may, at its option and notwithstanding anything in Paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 180 days from the date hereof, declining to insure this Security Instrument and the note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of 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 successor 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.

12. 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 9.b. 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 accomodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. 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 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.

14. 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.

15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

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

17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender 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 17, including, but not limited to, reasonable attorneys' fees and costs of the 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 13. Lender shall publish 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.

18. 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.

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

Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants 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 in a part of this Security Instrument. [Check applicable box(es)].

☐ Condominium Rider ☐ Graduated Payment Rider ☐ Growing Equity Rider

☐ Planned Unit Development Rider ☐ Other [Specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in pages 1 through 4 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

_____

_____

John F. Heeb _____ (Seal) Borrower

Shirley L. Heeb _____ (Seal) Borrower

_____ (Seal) Borrower

_____ (Seal) Borrower

STATE OF WYOMING, County ss: Sublette

The foregoing instrument was acknowledged before me this Twenty Ninth Day of April, 1994 (date) by John F. Heeb and Shirley L. Heeb, Husband and Wife (person acknowledging)

My Commission expires: 8-19-97

_____ Notary Public

SYLVIA ELY
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
8-19-97

When Recorded Mail To:

Fleet Mortgage Corp.
392 East 6400 South, Suite 250
Murray, Utah 84107

246205
RECORDED May 2 1994 4:00 P M
IN BOOK 59 Mtg PAGE 418
FEES $ 12.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
BY: Carol A. Cheney, Deputy

DOYLE
FMC# 781027-0

[Space Above This Line For Recording Data]

FHA Case No.
591-0737596 703

MORTGAGE

State of Wyoming

THIS MORTGAGE ("Security Instrument") is given on **APRIL 13, 1994**. The Mortgagor is **MAXIE A. DOYLE and REBECCA M. DOYLE, HUSBAND AND WIFE** ("Borrower"). This Security Instrument is given to **FLEET MORTGAGE CORP.**, which is organized and existing under the laws of **THE STATE OF RHODE ISLAND**, and whose address is **11200 WEST PARKLAND AVENUE, MILWAUKEE, WISCONSIN 53224** ("Lender"). Borrower owes Lender the principal sum of **FIFTY-FOUR THOUSAND SIX HUNDRED AND 00/100ths** Dollars (U.S.**$54,600.00**). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **MAY 1, 2009**. 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 6 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 the power of sale, the following described property located in **SUBLETTE** County, Wyoming:

THAT PART OF LOT 7 OF FRIENDLY CREEK SUBDIVISION OF RECORD IN THE OFFICE OF THE CLERK OF SUBLETTE COUNTY, DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE N.00° 59.3'W., 652.71 FEET ALONG THE WEST LINE OF SAID LOT 7; THENCE S.88° 01.3'E., 333.65 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID LOT 7; THENCE S.01° 02.6'E., 653.10 FEET ALONG THE EAST LINE OF SAID LOT 7 TO THE SOUTHEAST CORNER; THENCE N.87° 57.6'W., 334.30 FEET ALONG THE SOUTH LINE OF SAID LOT 7 TO THE CORNER OF BEGINNING.

which has the address of **35 BILL BUDD ROAD, MARBLETON** [Street, 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.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by paragraph 4.

Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become delinquent.

If at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

FHA Wyoming Mortgage - 2/91

Asn. BK 72 Mtg. 214 7/29/98

418

Rlsd. BK 23 Rel. pg 319 12-1-03

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. In any year in which the Lender must pay a mortgage insurance premium to the Secretary, each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary, or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note;

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lenders of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other 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, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

7. 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 place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment defaults to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the Note secured thereby not be eligible for insurance under the National Housing Act within **60** days from the date hereof, Lender may, at its option and notwithstanding anything in paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to **60** days from the date hereof, declining to insure this Security Instrument and the Note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of 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 successor 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.

12. 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 9.b. 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.

13. 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 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.

14. 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.

15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

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

17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender 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 17, 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 13. 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.

18. 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.

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

20. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants 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)]

☐ Condominium Rider ☐ Graduated Payment Rider ☐ Other [Specify]
☐ Planned Unit Development Rider ☐ Growing Equity Rider

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

Witnesses:

Maxie A. Doyle (Seal)
MAXIE A. DOYLE -Borrower

Rebecca M. Doyle (Seal)
REBECCA M. DOYLE -Borrower

(Seal) -Borrower

(Seal) -Borrower

STATE OF WYOMING, ~~**SALT LAKE**~~ Sublette **County ss:**

The foregoing instrument was acknowledged before me this 4-15-94 (date)

by **MAXIE A. DOYLE and REBECCA M. DOYLE, HUSBAND AND WIFE.** (person acknowledging)

Katie B. Kurtz
Notary Public

My Commission Expires:
July 26, 1997

This Instrument was prepared by:

Fleet Mortgage Corp.
392 EAST 6400 SOUTH, SUITE 250
MURRAY, UTAH 84107

128752 [redacted] [redacted] [redacted]

WHEN RECORDED MAIL TO:
KEYCORP MORTGAGE INC.
18TH STREET & CAREY AVENUE
P.O. BOX 567
CHEYENNE, WYOMING 82003

246217

RECORDED May 3, 1994 9:45AM
IN BOOK 59 Mtg PAGE 422
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL TWENTY-SECOND, 19 94. The mortgagor is STANLEY A. OLSON AND CARA L. OLSON, HUSBAND AND WIFE ("Borrower"). This Security Instrument is given to KEYCORP MORTGAGE INC., which is organized and existing under the laws of THE STATE OF MARYLAND, and whose address is 205 PARK CLUB LANE BUFFALO, NEW YORK 14231-9000 ("Lender"). Borrower owes Lender the principal sum of FIFTY-FIVE THOUSAND AND NO/100 Dollars (U.S. $ 55,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MAY 1ST, 2009. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in SUBLETTE County, Wyoming:

LOT 2 OF THE PETER OLSON LOT DIVISION, SUBLETTE COUNTY, WYOMING AS THE SAME APPEARS ON THE OFFICIAL MAP THEREOF FILED FOR RECORD AUGUST 19, 1993 IN BOOK 61 OF MISC., PAGE 703 IN THE OFFICE OF THE COUNTY CLERK AND EX-OFFICIO REGISTER OF DEEDS.

which has the address of 826 WYOMING HIGHWAY 351 [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, appurtenances, and 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.

Rlsd. Bk 21 pg 247 8/27/01

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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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under 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 Lender's opinion operate to prevent the enforcement of the lien; 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 or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgement could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture 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 attorney's 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower

shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. 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.

12. 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.

13. 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.

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

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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 judgement enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 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 21, 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 ap[illegible]cable 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.

22. 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.

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

24. 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
- ☐ 1—4 Family Rider
- ☐ Graduated Payment Rider
- ☐ Planned Unit Development Rider
- ☐ Biweekly Payment Rider
- ☐ Balloon Rider
- ☐ Rate Improvement Rider
- ☐ Second Home 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.

Witnesses:

Stanley A. Olson (Seal)
STANLEY A OLSON -Borrower

Cara L Olson (Seal)
CARA L. OLSON -Borrower

(Seal) -Borrower

(Seal) -Borrower

[Space Below This Line For Acknowledgment]

STATE OF WYOMING, **County ss:** SUBLETTE

On this 22 day of APRIL 1994, before me, the subscriber, personally appeared STANLEY A. OLSON AND CARA L. OLSON, HUSBAND AND WIFE

to me personally known and known to me to be the same person described in and who executed the within instrument, and acknowledged to me that THEY executed the same.

LELA L. SANDERS NOTARY PUBLIC Sublette County, WY My Commission expires 11-4-96

My Commission Expires: Nov. 4, 1996

Lela L. Sanders
Notary Public

RECORDATION REQUESTED BY:

First Security Bank of Wyoming
1400 Dewar Dr.
PO Box 1319
Rock Springs, WY 82902

WHEN RECORDED MAIL TO:

First Security Bank of Wyoming
1400 Dewar Dr.
PO Box 1319
Rock Springs, WY 82902

246235
246235

RECORDED May 3, 1994 3:45 pM
IN BOOK 59 Mtg. PAGE 428
FEES $ 14.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Rlsd. Bk 18 pg 6866 12/15/97

MORTGAGE

THIS MORTGAGE IS DATED APRIL 23, 1994, between Walter H. Niles and Phyllis E. Niles, Husband and Wife, whose address is 114 W. Rendezvous, Pinedale, WY 82941 (referred to below as "Grantor"); and First Security Bank of Wyoming, whose address is 1400 Dewar Dr., PO Box 1319, Rock Springs, WY 82902 (referred to below as "Lender").

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, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, **located in Sweetwater County, State of Wyoming (the "Real Property"):**

LOT 1, BLOCK 1 OF THE COOLEY EIGHTH ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

The Real Property or its address is commonly known as 114 W. Rendezvous, Pinedale, WY 82941.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Credit Agreement. The words "Credit Agreement" mean the revolving line of credit agreement dated April 23, 1994, between Lender and Grantor **with a credit limit of $10,000.00**, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Credit Agreement.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described below in the Existing Indebtedness section of this Mortgage.

Grantor. The word "Grantor" means **Walter H. Niles and Phyllis E. Niles**. The Grantor is the mortgagor under this Mortgage.

Guarantor. The word "Guarantor" means and includes without limitation, each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Credit Agreement 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. **Specifically, without limitation, this Mortgage secures a revolving line of credit, which obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Credit Agreement. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided above and any intermediate balance.**

Lender. The word "Lender" means First Security Bank of Wyoming, its successors and assigns. 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.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter 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 without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE 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 under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's 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 tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Hazardous Substances. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms

and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, or about the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, or about the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements 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 for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which 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, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Wyoming law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Mortgage.

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll 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, except for the Existing Indebtedness referred to below, 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 fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, 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 and reasonable 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 satisfactory 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 fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds $500.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage.

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 ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, to the extent such insurance is required by Lender and is or becomes available, for the term of the loan and for the full unpaid principal balance of the loan, or the maximum limit of coverage that is available, whichever is less.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds $500.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, 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 first to pay any amount owing to Lender under this Mortgage, then to prepay accrued interest, and the remainder, if any, shall be applied to the principal balance 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.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

EXPENDITURES BY LENDER. If Grantor fails to comply with any [redacted] of this Mortgage, including any obligation to maintain Existing Indebtedness in good standing as required below, or if any action or proceeding is commenced that would materially affect Lender's [redacted] the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will

expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the credit line and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Credit Agreement, or (c) be treated as a balloon payment which will be due and payable at the Credit Agreement's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage.

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

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 Grantor's 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 Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

EXISTING INDEBTEDNESS. The following provisions concerning existing indebtedness (the "Existing Indebtedness") are a part of this Mortgage.

Existing Lien. The lien of this Mortgage securing the Indebtedness may be secondary and inferior to the lien securing payment of an existing obligation to First Security Bank Of Wyoming described as: Mortgage Loan dated September 20, 1984 in book 42 at page 458. The existing obligation has a current principal balance of approximately $38,000.00 and is in the original principal amount of $45,000.00. The obligation has the following payment terms: $475.00 monthly. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

No Modification. Grantor 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. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

CONDEMNATION. The following provisions relating to condemnation of the Property are a part of this Mortgage.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is 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 TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute 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 Grantor which Grantor 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 Credit Agreement; and (d) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage.

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 Uniform Commercial Code as amended from time to time.

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. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage.

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor under the Credit Agreement, this Mortgage, and the Related Documents, and (b) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, terminates the credit line account, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, 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. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage: (a) Grantor commits fraud or makes a material misrepresentation at any time in connection with the credit line account. This can include, for example, a false statement about Grantor's income, assets, liabilities, or any other aspects of Grantor's financial condition. (b) Grantor does not meet the repayment terms of the credit line account. (c) Grantor's action or inaction adversely affects the collateral for the credit line account or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a lien on the dwelling without Lender's permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes. 430

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter but subject to any limitation in the

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 Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property, including during the pendency of foreclosure, whether judicial or non-judicial, 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 in 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, at Lender's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Credit Agreement or available at law or in equity.

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 ten (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 reasonable attorneys' fees, at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the Credit Agreement rate. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees after default and referral to an attorney not a salaried employee of Lender, 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. Grantor 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 when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. 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 beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the State of Wyoming. This Mortgage shall be governed by and construed in accordance with the laws of the State of Wyoming.

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.

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.

Multiple Parties. All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Mortgage.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

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.

Time is of the Essence. Time is of the essence in the performance 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.

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. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. 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 subse[redacted]ances where such consent is required. [redacted] [redacted]

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X [redacted]
Walter H. Niles

X [redacted]
Phyllis E. Niles

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Wyoming)
) ss
COUNTY OF Sweetwater)

On this day before me, the undersigned Notary Public, personally appeared **Walter H. Niles and Phyllis E. Niles**, 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.

Given under my hand and official seal this 23 day of April, 1994.

By Guy A. Haynes Residing at 1400 Dewar Dr

Notary Public in and for the State of Wyoming My commission expires 7/19/97

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.17 (c) 1994 CFI ProServices, Inc. All rights reserved. [WY-G03 WNILES.LN L2.OVL]

GUY A. HAYES, III Notary Public
County of Sweetwater State of Wyoming
My commission Expires 7/19/97

433 Rlsd. BK 18 pg. 262 10/23/96

MORTGAGE

THIS MORTGAGE, made as of the 27 day of April, 1994, from **DEAN LANDIS and LORI R. LANDIS,** husband and wife, of Star Route, Box 379A, Jackson, WY 83001, hereinafter referred to as "Mortgagors", to **EDWIN A. DUNN and DOROTHY I. DUNN,** husband and wife, as tenants of an estate by the entireties with full right of survivorship and not as tenants in common, of 645 Wilkes Drive, Green River, WY 82935, hereinafter referred to as "Mortgagees".

The Mortgagors, for and in consideration of the sum of Two Thosand Nine Hundred and NO/100 ($2,900.00) Dollars in lawful money of the United States, to secure certain indebtedness, evidenced by a Promissory Note of even date herewith, does hereby grant, bargain, mortgage and convey to the Mortgagees, the real property situated in Sublette County, Wyoming, described in Exhibit "A" as attached hereto. The indebtedness secured hereby is described as:

A. The principal balance of Two Thousand Nine Hundred and NO/100 ($2,900.00) Dollars together with interest at the rate of ten percent (10%) per annum thereon shall be paid in twenty-four (24) equal monthly installments of interest and principal of $133.82 each. Payments of said monthly installments shall begin on 6/2/94 and continue in like amount on or before the same day of each and every month thereafter. Interest shall accrue on the principal amount from 5/2/94. All payments shall first be applied to accrued interest and then to principal as of the date received.

B. Mortgagors shall have the right to make additional cash payments at any time and may pay the entire balance due, with any interest to date of such payment, at any time without penalty. A partial payment shall not act to reduce the amount or change the date of the next monthly payment due but shall act by reduction of principal owed to reduce the total term of the Mortgage and thus the total amount of interest paid. Mortgagors may pay an amount equal to a monthly payment and specify that it is an advance monthly payment and not a prepayment and thus have said payment act to satisfy the next respective monthly payment obligation.

C. It is specifically agreed that late payments accepted by Mortgagees will not operate to change or modify any of the due dates or other payments due hereunder. Any payment not received as set out herein shall accrue a late charge of $7.00 after 10 days past the due date. A late payment shall not be considered cured until said late payment is paid in full together with any accrued late charge.

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.

246252

RECORDED May 5, 1994 10:00AM
IN BOOK 59 Misc PAGE 433
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

This Mortgage is subject to the express condition that, if the Mortgagors pay, or cause to be paid, to the Mortgagees the sums set out above and all extensions and renewals thereof and all other amounts due hereunder, then this Mortgage and such note shall cease and be null and void. The Mortgagors hereby covenant to pay all such amounts.

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.

(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, 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 secured hereby until repaid, and the same shall be a lien on the property and be secured by this Mortgage. The Mortgagees is not required by this provision to advance such funds. A failure by Mortgagors to timely pay such taxes, assessments or other lawful charges shall constitute a default under this mortgage the same as non-payment of the sums secured by this mortgage even if such funds are advanced by Mortgagees.

3. 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 or conveyance of the property so sold. The Mortgagors agree to pay all costs of enforcement and of foreclosure, including reasonable attorney's 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 attorney's 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 on the indebtedness hereby secured; and (4th) the surplus, if any, shall be paid to the Mortgagors (subject to the rights of any junior lienholder). Provided that no foreclosure action shall be taken by the Mortgagees until thirty (30) days have elapsed since Mortgagees have given written notice to Mortgagors of such default and Mortgagors have failed to cure such default within said thirty (30) day period.

4. 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 secured hereby and any other indebtedness secured hereby, and the Mortgagees shall be entitled to a deficiency judgment.

5. The acceptance of this Mortgage, and the Promissory Note it secures, by the Mortgagees, shall be an acceptance of the terms and conditions contained herein.

6. 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 Mortgagors and the Mortgagees. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

7. The Mortgagors 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.

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

Dean Landis
DEAN LANDIS

Lori R. Landis
LORI R. LANDIS

STATE OF Wyoming)
)
COUNTY OF Teton)

The foregoing **MORTGAGE** was acknowledged before me by DEAN LANDIS and LORI R. LANDIS, this 27 day of April, 1994.

Witness my hand and official seal.

Shelley D Fairbanks
NOTARY PUBLIC

My Commission Expires:
March 23, 1996

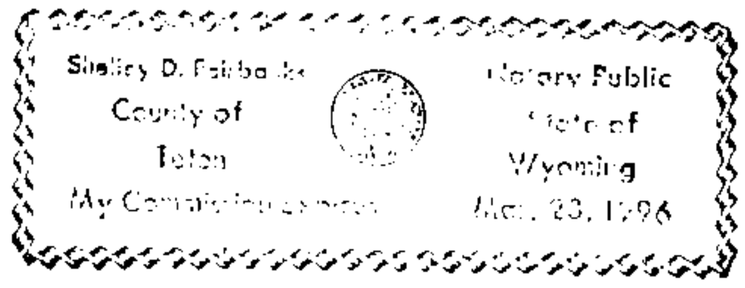

EXHIBIT "A"

Lot Seventy-Six (76) of the Green River Ranch Subdivision, Unit B, 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 for Sublette County, Wyoming;
TOGETHER WITH all improvements and appurtenances thereunto appertaining.
SUBJECT TO reservations and restrictions contained in the United States patents or of record, to easements and rights-of-way of record or in use and to prior mineral reservations of record.
SUBJECT TO all restrictions and covenants governing Green River Ranch Subdivision, Unit B, as recorded in the office of the County Clerk, Sublette County, Wyoming;
NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM.
NO PROPOSED DOMESTIC WATER SOURCE.
NO PROPOSED PUBLIC MAINTENANCE OF STREETS OR ROADS.

1 Ref # [redacted] 38C025

[redacted]

[redacted]

08-D[redacted]

After recording return to:
ROCKY MOUNTAIN BANK, F.S.B.
P.O. BOX 1167, CHEYENNE, WY 82003-1167

FLEET MORTGAGE CORP
11200 W. ST PARKLAND AVENUE
MILWAUKEE, WI. 53224

Loan #: 008-1017343

ASSIGNMENT OF MORTGAGE/DEED OF TRUST

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, ROCKY MOUNTAIN BANK, Federal Savings Bank * OF CHEYENNE, WYOMING (LENDER) named in the hereinafter described Mortgage/Deed of Trust (SECURITY INSTRUMENT), does hereby grant, assign, transfer and convey all of its right, title and interest in and to said SECURITY INSTRUMENT, together with the note or notes secured thereby, to: FLEET MORTGAGE CORP.

The SECURITY INSTRUMENT which is being assigned was executed by: DAVID A. REED and WINIFRED J. REED

(BORROWER) on March 25, 1994 as Mortgagor/Trustor in favor of LENDER as Mortgagee/ Beneficiary and covers the following described property:

LOT 4, BLOCK 2 OF THE K&M ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING

246254

RECORDED May 5, 19 94 10:40AM
IN BOOK 59 Mtg. PAGE 438
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

* NOW KNOWN AS METROPOLITAN FEDERAL BANK, FEDERAL SAVINGS BANK

Said SECURITY INSTRUMENT is recorded [in Book 59 MORTGAGES, beginning at Page 288] [as Instrument 245801] in the records of the County Clerk of SUBLETTE County, WYOMING .

IN WITNESS WHEREOF, LENDER has caused this Assignment of Mortgage/Deed of Trust to be executed this 7th day of April ,1994 .

ROCKY MOUNTAIN BANK, Federal Savings Bank *

Attest: Veronica Snyder By: Karen K Arnold
VERONICA SNYDER, ASST. SECRETARY KAREN K. ARNOLD, ASST. VICE PRESIDENT

State of WYOMING }
} ss.
County of LARAMIE }

On this 7th day of April , 1994 , before me appeared VERONICA SNYDER and KAREN K. ARNOLD ,
as ASST. SECRETARY and ASST. VICE PRESIDENT ,
respectively of ROCKY MOUNTAIN BANK, Federal Savings Bank *
and, upon being duly sworn, did say that the seal affixed to the foregoing Assignment of Mortgage/Deed of Trust is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation pursuant to due authority given and said officers acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal.

JENNIFER L. CLARK - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES OCT. 5, 1994

Jennifer L. Clark
Notary Public

My Commission Expires:

Rev. 11/91 bmy

438

439

24626

RECORDED May 5 1994 2:15 PM
IN BOOK 59 MISC PAGE 439
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
by Bethany A. Walker

FIRST MORTGAGE

THIS FIRST MORTGAGE is made effective as of the 5th day of May, 1994, from **PHILLIP LEO REINTS and SANDRA DARLENE REINTS**, husband and wife, of Star Route Box 11-12, Jackson, Wyoming 83001, hereinafter referred to as the "Mortgagor", to **JON L. ANDERSON** of 6109 Remington Way, Cheyenne, Wyoming 82007 and **WILLIAM D. HANSEN** of 803 Mylar Park Drive, Cheyenne, Wyoming 82009, hereinafter referred to as the "Mortgagee".

The Mortgagor, for and in consideration of the receipt of **ONE HUNDRED EIGHTY THOUSAND DOLLARS and NO/100 Dollars ($180,000.00)** lawful money of the United States, and to secure the indebtedness hereinafter referred to, does hereby mortgage to the Mortgagee the following described real property situated in Sublette County, Wyoming:

THE REAL PROPERTY DESCRIBED ON EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF,

including and together with all and singular the tenements, hereditments, appurtenances and improvements thereon or thereunto belonging, and any rights to minerals thereunder, but subject to taxes, assessments, restrictions, covenants, conditions, rights-of-way, easements and other similar encumbrances of sight or record.

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 relinquishes and waives all rights under and by virtue of the homestead exemption laws of the State of Wyoming for purposes of this mortgage.

The Mortgagor covenants and warrants that at the signing and delivery of this mortgage, the Mortgagor is lawfully seized in fee simple of the property and has good and lawful right to mortgage, sell and convey such property; that the Mortgagor warrants and will defend the title to such property against all lawful claims and demands; and that the property is free from all encumbrances not permitted hereunder.

This Mortgage is subject to the express condition that if the Mortgagor pays, or causes to be paid, to the Mortgagee the sum of **ONE HUNDRED EIGHTY THOUSAND DOLLARS and NO/100 Dollars ($180,000.00)**, together with interest thereon according to the provisions of a certain promissory note or notes, dated as of the date hereof, the ultimate maturity date of which is May 5, 1999, executed and delivered by the Mortgagor to the Mortgagee, and all extensions and renewals thereof and all other amounts due hereunder, then this mortgage and such note or notes shall cease and be null and void. The Mortgagor hereby covenants to pay all such amounts.

1. The Mortgagor further covenants and agrees as follows:

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 levied or assessed against the property, and shall

comply with all recordation and other laws affecting the security of this Mortgage, at the expense of the Mortgagor. The Mortgagor further agrees (i) to maintain buildings and other structures on the property in substantially their original 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 any insurable buildings and structures on the property, written by sound and reputable insurance companies in the full insurable value of such property subject to reasonable deductibles, covering the parties as their interest may appear (provided that the Mortgagor may use the proceeds to reconstruct buildings, fixtures and improvements on the property), and the Mortgagor shall furnish a copy thereof to the Mortgagee on request.

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 levy or attachment 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 if the Mortgagor breaches any covenant or agreement herein or therein contained, which default or breach is not remedied within a period of thirty (30) days after notice thereof is delivered or mailed to the Mortgagor 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 of 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 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,

44C

claims and liens on the property which are superior to the lien hereof; (3rd) the balance due to the Mortgagee on account of principal and interest and late charges on the indebtedness hereby secured; and (4th) the surplus, if any, shall be paid to the Mortgagor (subject to the rights of any junior lienholders).

4. If the right of foreclosure accrues as a result of any default hereunder, and insofar as it is consistent with any senior lien on the property, the Mortgagee shall at once become entitled to exclusive possession, use and enjoyment of the property and to all rents, income and profits 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. 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 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 secures, by the Mortgagee shall be an acceptance of the terms and conditions contained herein.

7. The covenants and agreements herein contained shall bind, and inure to the benefit of, the respective heirs, devisees, legatees, executors, administrators, successors and assigns of the Mortgagor and the Mortgagee. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. The Mortgagor shall not create, incur or suffer to exist any other mortgage or other similar 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

[redacted] [redacted] [redacted]

or notes secured hereby.

10. If all or any part of the real property or any interest therein is sold, conveyed, or otherwise transferred voluntarily or involuntarily, then the transfering Mortgagor will remain fully liable under this Mortgage and the note or notes secured hereby.

11. This Mortgage is executed by the spouse of Mortgagor, if the Mortgagor is an individual.

12. If there is more than one holder of the note or notes secured hereby at any time, any action with respect to this mortgage by the holder or holders of 50% or more in unpaid principal amount thereof shall be binding upon all other holders.

13. Each individual executing this mortgage and the related note or notes shall be personally bound, jointly and severally, to perform and observe all covenants and agreements of the Mortgagor contained herein and therein.

14. 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.

Phillip Leo Reints
PHILLIP LEO REINTS

Sandra Darlene Reints
SANDRA DARLENE REINTS

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

On this 5th day of MAY, 1994, before me personally appeared **Phillip Leo Reints and Sandra Darlene Reints**, to me known to be the persons described in and who executed the foregoing mortgage and acknowledged that they executed the same as their free act and deed on behalf of the Mortgagor, including the release and waiver of homestead.

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

EDWIN R. ADAMS - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires 7-28-96

Edwin R. Adams
Notary Public

(seal)
My commission expires: 7-28-96

Exhibit A

Parcel #1:

That part of the S½NE¼NW¼ of Section 25, Township 37 North, Range 110 West, 6th P.M., Sublette County, Wyoming, being that part of that tract of record in the office of the Clerk of Sublette County in Book 37 of Miscellaneous Records on page 191 lying and being situate easterly of the Green River Lake State Highway No. 352 **EXCEPTING THEREFROM** the Buffalo Head Springs Estates, a subdivision of record in said Office and the subdivision being described as follows:

Beginning at a point on the south line of the said S½NE¼NW¼, N.89°22.8'W., 274.73 feet from the southeast corner of the said S½NE¼NW¼, being identical with the southwest corner of Lot 6 of said subdivision; thence westerly along said south line 745 feet, more or less, to the easterly right-of-way line of said State Highway; thence northeasterly, 530 feet, more or less, along said right-of-way line to a point identical with the southwest corner of Lot 4 of said subdivision; thence S.76°59'E., 561.39 feet along the south line of said Lot 4 to the southeast point of said Lot; thence S.05°11.4W., 201.36 feet along the west line of said Lot 6 to a point; thence S.09°52.9'W., 155.22 feet along said west line to the point of beginning.

Parcel #2:

Lots 13 and 14, Hecox Second Subdivision, Sublette County, Wyoming

[redacted] [redacted] [redacted]

State of WYOMING
County of SUBLETTE

Ref. Number: 0900228043
Loan Number: 0713104-10780194

Assignment of Mortgage

Know All Men By These Presents:

That in consideration of the sum of ten dollars ($10.00) in hand received, and for other value received, KeyCorp Mortgage Inc. , whose address is 205 Park Club Lane, Buffalo, New York 14231, a corporation organized under the laws of Maryland, does hereby transfer, assign, set over and convey all of its right, title and interest in and to that certain Indenture of mortgage hereinafter described to BancPLUS Mortgage Corp., a corporation organized under the laws of Texas, whose post office address is 9601 McAllister Freeway, San Antonio, Texas 78216, such mortgage having been given on **JUNE 28, 1993** by **ROBERT L. REESE AND KATHY JO POLLOCK** to **KEYCORP MORTGAGE INC.** and appears recorded in **Book 57** of Mortgages at **Page 473** in the office of the County Clerk of SUBLETTE County, Wyoming, and which covers property situated in said county and more fully described in such mortgage.

Together with the note or notes secured thereby, without recourse, subject however, to all of the agreements, conditions, covenants and stipulations therein contained, as well as all rights of redemption provided by law.

Executed to be effective as of February 1, 1994.

246286

RECORDED May 9, 1994 9:00 AM
IN BOOK 59 Misc. PAGE 444
FEES $ 4.00 May COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sarten

KeyCorp Mortgage Inc.

By:

Diane S. Owens,
Vice President

State of Texas §
County of Dallas §

Before me appeared Diane S. Owens, Vice President of KeyCorp Mortgage Inc., a corporation, this April 22, 1994, and acknowledged the foregoing instrument, and further acknowledged that he/she executed the foregoing instrument on behalf of such corporation.

Witness my hand and official stamp.

Glen Clark
Notary Public, State of Texas
My Comm. Expires 03/25/96

Notary Public

After Recording Mail to:
YOUNGBLOOD & YOUNGBLOOD, P.C.
600 Plaza of the Americas
600 N. Pearl Street
Dallas, Texas 75201
ATTN: Mike Nolley

This Instrument Prepared By:
Eldon L. Youngblood
Youngblood & Youngblood, P.C.
600 Plaza of the Americas
600 N. Pearl Street
Dallas, Texas 75201

445 Rlsd. BK M Rel. Pg 246 7/20/98

1285912

WHEN RECORDED MAIL TO:
KEYCORP MORTGAGE INC.
18TH STREET & CAREY AVENUE
P.O. BOX 567
CHEYENNE, WYOMING 82003

246352

RECORDED May 11, 1994 9:45 AM
IN BOOK 59 Mtg. PAGE 445
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MAY THIRD, 19 94. The mortgagor is WILLIAM E. BRANSON AND MARY ANN BRANSON, HUSBAND AND WIFE ("Borrower"). This Security Instrument is given to KEYCORP MORTGAGE INC., which is organized and existing under the laws of THE STATE OF MARYLAND, and whose address is 205 PARK CLUB LANE BUFFALO, NEW YORK 14231-9000 ("Lender"). Borrower owes Lender the principal sum of FIFTY-ONE THOUSAND EIGHT HUNDRED AND NO/100 Dollars (U.S. $ 51,800.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JUNE 1ST, 2014. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 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 53, BLOCK 8 OF THE BARGER SUBDIVISION, THIRD FILING, SUBLETTE COUNTY, WYOMING.

which has the address of 6 LARK CIRCLE [Street], BOULDER [City], Wyoming 82923 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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.

which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgement could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture 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 attorney's 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower

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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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under 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 Lender's opinion operate to prevent the enforcement of the lien; 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 or Property 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, including floods or flooding, 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

shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. 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.

12. 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.

13. 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.

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 judgement enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 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

Initials: [redacted]

other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, 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.

22. 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.

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

24. 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
- ☐ 1—4 Family Rider
- ☐ Graduated Payment Rider
- ☐ Planned Unit Development Rider
- ☐ Biweekly Payment Rider
- ☐ Balloon Rider
- ☐ Rate Improvement Rider
- ☐ Second Home 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.

Witnesses:

William Branson (Seal)
WILLIAM E. BRANSON -Borrower

Mary Ann Branson (Seal)
MARY ANN BRANSON -Borrower

(Seal) -Borrower

(Seal) -Borrower

[Space Below This Line For Acknowledgment]

STATE OF WYOMING,

County ss: SUBLETTE

On this 03 day of MAY 1994, before me, the subscriber, personally appeared WILLIAM E. BRANSON AND MARY ANN BRANSON, HUSBAND AND WIFE

to me personally known and known to me to be the same person described in and who executed the within instrument, and acknowledged to me that THEY executed the same.

LELA L. SANDERS
NOTARY PUBLIC
Sublette County, WY
My Commission expires

My Commission Expires: 11/4/96, 1996

Lela L Sanders
Notary Public

451

Rlsd. Bk 24 Rel. pg. 283 10/25/94

MORTGAGOR	MORTGAGEE
GREG J. EIDEN AND TARYN EIDEN, HUSBAND AND WIFE	KEY BANK OF WYOMING 18TH & CAREY AVE. CHEYENNE, WY 82001
"I" includes each mortgagor above.	"You" means the mortgagee, its successors and assigns.

REAL ESTATE MORTGAGE: For value received, I, GREG J. EIDEN AND TARYN EIDEN, HUSBAND AND WIFE, mortgage, grant and convey to you, with power of sale, on MAY 3, 1994, 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: 551 PINEY DR. (Street), BIG PINEY (City), Wyoming 83113 (Zip Code)

LEGAL DESCRIPTION:

LOTS 10, 11, 12 OF THE OSTERHOUT ADDITION TO THE TOWN OF BIG PINEY,

SUBLETTE COUNTY, WYOMING.

246353

RECORDED May 11, 1994 9:50 AM
IN BOOK 59 Mtg. PAGE 451
FEES $ 8.00
SUBLETTE COUNTY, PINEDALE WYOMING
COUNTY CLERK
By Cathy Saxton

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):

KEY BANK HOME EQUITY LINE AGREEMENT DATED: MAY 3, 1994

The above obligation is due and payable on MAY 3, 2024 if not paid earlier.

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of TWENTY FIVE THOUSAND AND NO/100---------- Dollars ($ 25,000.00), 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 pages 1 and 2 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.

Greg J. Eiden
GREG J. EIDEN

Taryn H. Eiden
TARYN EIDEN

ACKNOWLEDGMENT: STATE OF WYOMING, County of Sublette } ss:

Individual or Corporation with Seal

The foregoing instrument was acknowledged before me by Greg J. Eiden & Taryn H. Eiden this 10 day of May 1994.

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.

KATHY J. QUINTANA - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Nov 19, 1994

Kathy J. Quintana
(Notary Public)

My commission expires: 11-19-94

© 1985 BANKERS SYSTEMS, INC., ST. CLOUD, MN 56301 (1-800-397-2341) FORM OC-[illegible] 6-27/91

WYOMING

[redacted] CC [redacted]S [redacted]

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 Interest. 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 it 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 the 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 page 1 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. Pursuant to law, when I have paid the secured debt in full, all underlying agreements have been terminated, and I have mailed to you a written request for the release, you will release this mortgage without charge to me within 30 days of your receipt of my request for the release. 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.

BANKERS SYSTEMS, INC., ST. CLOUD, MN (1-800-397-2341) FORM OCP-MTG-WY 7-3-91

452

453 Released Bk 17 pg. 469 6/30/95

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

JOHN V. CROW, a single man, mortgagor, of P.O. Box 1010, Pinedale, WY 82941, to secure the payment of Twenty Thousand Ten and NO/100 ($20,010.00) Dollars, payable in 120 equal monthly payments of $264.43 each, which include interest at the rate of 10% per annum from 3/2/94; first said monthly payment is due on or before 4/2/94 and on the 2nd day of each month thereafter until paid in full as evidenced by one Promissory Note of even date herewith, does hereby mortgage to the FIRST NATIONAL BANK OF PINEDALE, mortgagee, whose address is P.O. Box 519, Pinedale, WY 82941, the following described real estate, situate in the County of Sublette, in the State of Wyoming, to-wit:

> Lots Twenty-Three (23) and Twenty-four (24), Block Three (3) of the Feltner 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 for Sublette County, Wyoming;
> TOGETHER WITH all improvements and appurtenances thereunto appertaining;
> SUBJECT TO reservations and restrictions contained in the United States patents or of record, to easements and rights-of-way of record or in use and to prior mineral reservations of record.

The mortgagor agrees to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and to keep any buildings thereon insured in a sum not less than the insurable market value 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 the mortgagor shall pay all sums due hereunder, together with all cost 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.

RECORDED 1994 JUL 12 AM
IN BOOK 59 PAGE 463
FEES 8.00 SUBLETTE COUNTY CLERK
By Cathy Sutton

246357

DATED this 2 day of March, 1994.

JOHN V. CROW

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by JOHN V. CROW, this 22 day of MARCH, 1994.

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires:

My Commission Expires 10-24-25

455 Released Bk 17 Rel. pg 165

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

MICHAEL D. VICKREY and **DEBORAH JANE VICKREY,** husband and wife, mortgagors, of P.O. Box 441, Pinedale, WY 82941, to secure the payment of One Hundred Fifty Thousand Ten and NO/100 ($150,010.00) Dollars, payable in one payment of $158,192.74, which includes interest at the rate of 11% per annum from 4/19/94, said payment is due on or before 10/17/94, as evidenced by one Promissory Note of even date herewith, do hereby mortgage to the **FIRST NATIONAL BANK OF PINEDALE,** mortgagee, whose address is P.O. Box 519, Pinedale, WY 82941, the following described real estate, situate in the County of Sublette, in the State of Wyoming, to-wit:

> Lot numbered One (1) of the Willow Lot Division located in the SW¼SW¼, Section 4, Township 33 North, Range 109 West of the 6th P.M.,, 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 for Sublette County, Wyoming;
> TOGETHER WITH all improvements and appurtenances thereunto appertaining;
> SUBJECT TO reservations and restrictions contained in the United States patents or of record, to easements and rights-of-way of record or in use and to prior mineral reservations of record.

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

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

RECORDED Mar 11 19 94 10:30 AM
IN BOOK 59 MISC PAGE 455
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathie Sexton

246358

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

DATED this 29 day of April, 1994.

Michael D. Vickrey
MICHAEL D. VICKREY

Deborah Jane Vickrey
DEBORAH JANE VICKREY

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by MICHAEL D. VICKREY and DEBORAH JANE VICKREY , this 2nd day of May, 1994..

Witness my hand and official seal.

MARILISA BASSETT
NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING

My Commission Expires:

My Commission Expires: 10-06-96

Marilisa Bassett
NOTARY PUBLIC

457 Released BK 17 pg. 149

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

JAMES O. HETLER and **KAY HETLER,** husband and wife, mortgagors, of P.O. Box 749, Columbus, MT 59019, to secure the payment of Seven Thousand Nine Hundred and 11/100 ($7,900.11) Dollars, payable in one payment of $8,769.12, which includes interest at the rate of 11% per annum from May 9, 1994, said payment is due on or before May 9, 1995, as evidenced by one Promissory Note of even date herewith, do hereby mortgage to the **FIRST NATIONAL BANK OF PINEDALE,** mortgagee, whose address is P.O. Box 519, Pinedale, WY 82941, the following described real estate, situate in the County of Sublette, in the State of Wyoming, to-wit:

TOWNSHIP 33 NORTH, RANGE 108 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING;

Section 19: Portion of Lot 2 (SW¼NW¼) more particularly described as follows:
Beginning at a point which is S.89°45'07"E., a distance of 41.34 feet from the true West Quarter Corner of said Section 19, said point also being on the centerline of County Road 23-109;
thence, from point of beginning N.00°20'25"E., a distance of 1010.00 feet;
thence, S.89°45'07"E., a distance of 431.29 feet;
thence, S.00°20'25"W., a distance of 1010.00 feet;
thence, N.89°45'07"W., along the centerline of said County Road 23-109, a distance of 431.29 feet to the point of beginning.

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

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

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall beco.ne due and payable, and the mortgagee, its legal

By Cathy Seay Dep

RECORDED May 11, 1994 AT 11:30 AM
IN BOOK 59 MTG PAGE 457
FEES 8.00 SUBLETTE COUNTY CLERK
SUBLETTE COUNTY CLERK

246359

[redacted] [redacted] [redacted]

representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale the mortgagors shall pay all sums due hereunder, together with all cost of sale and foreclosure, including reasonable dollars, as attorney's fees.

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

DATED this 9 day of May, 1994.

James O. Hetler
JAMES O. HETLER

Kay Hetler
KAY HETLER

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by JAMES O. HETLER and KAY HETLER, this 9th day of May, 1994..

Witness my hand and official seal.

MARLISA BARKLEY
NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING

Marlisa Barkley
NOTARY PUBLIC

My Commission Expires:

My Commission Expires: 10-06-96

459 Rlsd. BK 18 Rel. pg. 299 12/5/96

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

LYN I. SMITTLE and **LINDA SMITTLE**, husband and wife, mortgagors, of P.O. Box 998, Pinedale, WY 82941, to secure the payment of Eighteen Thousand Four Hundred Ten and NO/100 ($18,410.00) Dollars, payable in 48 equal monthly payments of $466.92 each, which include interest at the rate of 10% per annum from 4/25/94; first said monthly payment is due on or before 5/25/94 and on the 25th day of each month thereafter until paid in full as evidenced by one Promissory Note of even date herewith, do hereby mortgage to the FIRST NATIONAL BANK OF PINEDALE, mortgagee, whose address is P.O. Box 519, Pinedale, WY 82941, the following described real estate, situate in the County of Sublette, in the State of Wyoming, to-wit:

Lot Thirty-Five (35) of the Redstone Warren Bridge Subdivision, Second Filing, 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 for Sublette County, Wyoming;
TOGETHER WITH all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in the United States patents or of record, to easements and rights-of-way of record or in use and to prior mineral reservations of record.

SUBJECT TO all restrictions and covenants governing Redstone Warren Bridge Subdivision, Second Filing, as recorded in the office of the County Clerk, Sublette County, Wyoming;
NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM.
NO PROPOSED DOMESTIC WATER SOURCE.
NO PROPOSED PUBLIC MAINTENANCE OF STREETS OR ROADS.

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

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

RECORDED 11 Nov 19 96 AT 11:45 O'CLOCK AM
IN BOOK 59 PAGE 459
FEES $9.00 COUNTY CLERK
SUBLETTE COUNTY

246360

By Cathy Sax

hereunder, together with all cost of sale and foreclosure, including reasonable dollars, as attorney's fees.

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

DATED this 26 day of April, 1994.

LYN I. SMITTLE

LINDA SMITTLE

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by LYN I. SMITTLE and LINDA SMITTLE, this 26th day of April, 1994.

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires:

My Commission Expires: 10-06-96

461

Assigned Bk 59 Mtg. pg 467
Mtg. pg 467 11/16/94

246365

Rlsd Bk 20 Pd. Pg 5

RECORDED May 11 1994 3:25PM
IN BOOK 59 Mtg. PAGE 461
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

WHEN RECORDED MAIL TO:
6638211
EXPRESS AMERICA MORTGAGE CORPORATION
P.O. BOX 60610
PHOENIX, AZ 85082-0610

[Space Above This Line For Recording Data]

LOAN NO. 6638211

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MAY 6, 1994 . The mortgagor is KRITH A. MOYER AND LORRAINE P. MOYER, HUSBAND AND WIFE

("Borrower").

This Security Instrument is given to CENTENNIAL RESIDENTIAL MORTGAGE INC., A COLORADO CORPORATION, which is organized and existing under the laws of WYOMING , and whose address is 1888 W. EISENHOWER BLVD, LOVELAND, CO 80537 ("Lender"). Borrower owes Lender the principal sum of FORTY FIVE THOUSAND AND NO/100----------

Dollars (U.S. $ 45,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JUNE 1, 2004 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in SUBLETTE County, Wyoming:

LOT 2 OF THE BALL SUBDIVISION, SUBLETTE COUNTY, WYOMING

which has the address of 15 BALL LANE, MARBLETON, WY 83113 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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.

[redacted] [redacted] [redacted]

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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under 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 (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 or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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.

11. 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.

12. 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.

13. 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.

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 as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 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 21, 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.

22. 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.

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

24. 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	☐ 1-4 Family Rider
☐ Graduated Payment Rider	☐ Planned Unit Development Rider	☐ Biweekly Payment Rider
☐ Balloon Rider	☐ Rate Improvement Rider	☐ Second Home 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.

Witnesses:

Keith A. Moyer 5/6/94
KEITH A. MOYER DATE

Lorraine P. Moyer 5/6/94
LORRAINE P. MOYER DATE

[Space Below This Line For Acknowledgment]

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me this 6th day of May, 1994, by Keith A. Moyer and Lorraine P. Moyer known to me to be the persons whose names are subscribed to the within instrument, and they acknowledged that they executed the same.

Witness my hand and seal this 6th day of May, 1994.

EDWIN R. ADAMS - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires 7-25-96

Edwin R. Adams
Notary Public

467

RECORDING REQUESTED BY:

246365

RECORDED May 11, 1994 3:30 PM
IN BOOK 59 Mtg PAGE 467
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

AND WHEN RECORDED MAIL TO:
EXPRESS AMERICA MORTGAGE CORPORATION
P.O. BOX 60610
PHOENIX, AZ 85082-0610

Case No.
Loan No. 6638211

NOTE: After having been recorded, this Assignment should be kept with the Mortgage hereby assigned.

ASSIGNMENT OF REAL ESTATE MORTGAGE

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to
EXPRESS AMERICA MORTGAGE CORPORATION, AN ARIZONA CORPORATION

all the rights, title and interest of the undersigned in and to that certain Real Estate Mortgage executed by
KEITH A. MOYER AND LORRAINE P. MOYER, HUSBAND AND WIFE

and dated MAY 6, 1994, to
CENTENNIAL RESIDENTIAL MORTGAGE INC., A COLORADO CORPORATION

a corporation organized under the laws of WYOMING, and who's principal place of business
is 1888 W. EISENHOWER BLVD
LOVELAND, CO 80537
and recorded in Book/Volume No. 59 Mtg, page(s) 461, as Document No. 246365
Sublette County Records, State of WYOMING described hereinafter as follows:
LOT 2 OF THE BALL SUBDIVISION, SUBLETTE COUNTY, WYOMING

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Real Estate Mortgage.

Dated this 6TH day of MAY, 19 94,

CENTENNIAL RESIDENTIAL MORTGAGE INC., A COLORADO CORPORATION

BY _____
DARRELL SCHWARTZKOPF
A MORTGAGE BANKING OFFICER OF EXPRESS AMERICA MORTGAGE CORPORATION, AN ARIZONA CORPORATION AS ATTORNEY IN FACT FOR CENTENNIAL RESIDENTIAL MORTGAGE INC., A COLORADO CORPORATION

There are 2 pages 467.

(ACKNOWLEDGEMENT: FOR INDIVIDUALS)

COUNTY ss:

On this day, _____ before me, the undersigned, a Notary Public for said state, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) _____ subscribed to the foregoing instrument and acknowledged that _____ executed the same.

WITNESS my hand and official seal.

_____
Signature

_____
Name

(ACKNOWLEDGEMENT: FOR CORPORATION)

STATE OF COLORADO COUNTY ss: ARAPAHOE

On this date MAY 6, 1994, before me, THE UNDERSIGNED NOTARY
a Notary Public in and for said ARAPAHOE County, personally appeared
DARRELL SCHWARTZKOPF
known to me to be the MORTGAGE BANKING OFFICER of EXPRESS AMERICA MORTGAGE CORPORATION, AN ARIZONA CORPORATION BEING THE ATTORNEY IN FACT FOR CENTENNIAL RESIDENTIAL MORTGAGE INC., A COLORADO CORPORATION
the Corporation that executed the within instrument, and also known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) who executed the within instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the same.

WITNESS my hand and official seal.

MALISSA L. HOY
NOTARY PUBLIC
STATE OF COLORADO

Malissa L. Hoy
Notary Public in and for said County and State

My Commission Expires: 12-29-97

My Commission Expires 12/29/97

ODS-NM7 [redacted]

[redacted] [redacted] Loa [redacted] 6486107

246394

RECORDED May 13, 1994 11:00AM
IN BOOK 59 Mtg. PAGE 467
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 9, 19 94. The mortgagor is Darrell Walker, , Verna Walker,* ("Borrower"). This Security Instrument is given to Unl Wyo Federal Credit Unionits successors and/or assig, which is organized and existing under the laws of United States, and whose address is 564 North 15th, Laramie, WY 82070 ("Lender"). Borrower owes Lender the principal sum of Eighty Thousand Dollars and no/100 Dollars (U.S. $ 80,000.00). 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 06/01/24. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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

* Trustees and their successors in Trust, under the Verna Walker December 21, 1984 Family Trust and under the Darrell Walker December 21, 1984 Family Trust.

ACKNOWLEDGEMENT

Darrell Walker and Verna Walker, Settlors of the Verna Walker December 21, 1984 Family Trust and Darrell Walker December 21, 1984 Family Trust, agrees that the term "Borrower" when used in this Security Instrument shall include the Settlors and the Settlors acknowledge and agree to be bound by all of the terms and covenants contained in this Security Instrument or any Riders to this Security Instrument.

Darrell Walker
SETTLOR / Darrell Walker

Verna Walker
SETTLOR / Verna Walker

which has the address of 4 Walker Drive [Street], Daniel [City],
Wyoming 83115 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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 convenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in the amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at the Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under 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 (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 or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonable withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the convenants 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 forfeiture 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously In effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. 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.

12. 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.

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13. 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.

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 the sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgement enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazard Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

[redacted] [redacted] [redacted]

NON-U[redacted]M COVENANTS. Borrower and Lende[redacted]r covenant and agree as follows: [redacted]

21. 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 paragraph 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 21, 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 paragragh 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.

22. 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.

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

24. 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
- ☐ 1-4 Family Rider
- ☐ Graduated Payment Rider
- ☐ Planned Unit Development Rider
- ☐ Biweekly Payment Rider
- ☐ Balloon Rider
- ☐ Rate Improvement Rider
- ☐ Second Home 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.

Witnesses:

Darrell Walker (Seal)
Darrell Walker -Borrower
Trustees and their successors in Trust, under the Verna Walker December 21, 1984 Family Trust and under the Darrell Walker December 21, 1984 Family Trust, as Settlor
529-28-2936 social security number

Verna Walker, Trustee (Seal)
Verna Walker -Borrower
Trustees and their successors in Trust, under the Verna Walker December 21, 1984 Family Trust and under the Darrell Walker December 21, 1984 Family Trust, as Settlor
500-36-6125 social security number

[Space Below This Line For Acknowledgment]

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Darrell Walker and Verna Walker, Trustees, this 9th day of May, 1994.

Witness my hand and official seal.

EDWIN R ADAMS - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires 7-28-96

Edwin R. Adams
Notary Public

After recording return to CUNA Mortgage Corporation at address below.

Prepared By: Shannon Haas 471
CUNA Mortgage Corporation, P.O. Box 1332, Madison, WI 53701

EXHIBIT "A"

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

A tract of land located inn the N½NW¼ of Section 26, Township 34 North, Range 111 West, 6th P.M., Sublette County, Wyoming, more particularly described as follows:

Beginning at a point which is EAST, a distance of 60.0 feet from the Northwest corner of said Section 26; thence from said point of beginning EAST, a distance of 1190.87 feet to the West 1/16th corner; thence continuing EAST, a distance of 198.79 feet; thence SOUTH, a distqnce of 594.20 feet; thence WEST, a distance of 237.00 feet along the north boundary of Hjellum property; thence continuing WEST, a distance of 894.00 feet along the north boundary of the property belonging to Kaintz, Andrew and Carvolho; thence N.20°27'28.1"W., along Highway 189-191 right-of-way, a distance of 634.20 feet to the point of beginning.

MORTGAGE

THIS MORTGAGE granted from DAVID E. WILLIAMS and RALPHINE E. WILLIAMS, husband and wife, of Sublette County, Wyoming, hereinafter referred to as Mortgagor, to WILLIAM M. FENN, a married man, of Sublette County, Wyoming, hereinafter referred to as Mortgagee.

Mortgagor, for and in consideration of the sum of Five Thousand Five Hundred ($5500.00), to secure the indebtedness hereinafter set forth, does hereby mortgage to Mortgagee the real property situated in Sublette County, Wyoming, and described as:

Lot Three (3), Block Twelve(12), Ball Second Addition to the Town of Marbleton, Sublette County, Wyoming, as the same appears of record on the official plat thereof filed in the office of the County Clerk, Sublette County, Wyoming.

TOGETHER WITH all improvements and appurtenances thereto appertaining; said indebtedness being payable as follows:

The principal balance of $5500.00, together with interest thereon at the rate of 10% per annum.from the first day of April, 1994 shall be payable in 24 equal monthly installments of principal and interest in the amount of $256.10 each, the first such payment being due on the 1st day of April, 1994, and a final installment of the entire balance of principal and accrued interest due on or before thelst day of March, 1996.

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

Mortgagor covenants and agrees as follows:

1. The lien of this mortgage shall remain in full force and effect during any postponement or extension of the time of payment of any part of the indebtedness secured hereby.

2. Mortgagor shall pay or cause to be paid all taxes and assessments (including without limitation any homeowner assessments) levied or assessed against the property beginning in 1994 - and shall comply with all recordation and other laws affecting the security of this mortgage, at the expense of Mortgagor.

3. Mortgagor shall each year furnish to Mortgagee timely proof of payment of taxes.

4. Mortgagor shall not permit the interest of Mortgagee 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.

5. Mortgagor at its expense shall insure the property against casualty loss at the replacement value of all improvements, loss payable to Mortgagee as first loss payee, as its interests may appear. A certificate of coverage shall be furnished to Mortgagee at closing and at every renewal period.

6. If Mortgagor defaults in the payment of taxes, assessments, insurance premiums other lawful charges, Mortgagee may, without notice or demand, pay the same. Mortgagor covenants and agrees that all such sums of money so expended, together with all costs of enforcement and reasonable attorney's fees, shall be added to the debt hereby secured, and agrees to repay the same and all expenses so incurred by Mortgagee, with interest thereon from the date of payment at the interest rate provided in the note or notes secured hereby until repaid, and the same shall be a lien upon the property and be secured by this mortgage. Mortgagee is not required by this provision to advance such funds.

7. Should Mortgagor default in the performance of any of the terms and conditions of this mortgage by it to be performed, 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, Mortgagee may cause to be executed and delivered to the

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RECORDED May 13, 1994 1:05 PM
IN BOOK 59 Mtg. PAGE 473
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

Rlsd BK 21 pg 59 5/17/01

purchaser or purchasers a proper certificate of sale of the property so sold. Mortgagor agrees to pay all costs of enforcement and of foreclosure, including reasonable attorney's fees. The failure of Mortgagee to promptly foreclose following a default shall not prejudice any right of Mortgagee to foreclose thereafter during the continuance of such default or any right to foreclose in case of further default or defaults. The proceeds from any such sale shall be applied to the payment of: (1st) the costs and expenses of the foreclosure and sale, including reasonable attorney's fees, and all money expended or advanced by Mortgagee pursuant to the provisions of this mortgage; (2nd) all unpaid taxes, assessments, claims and liens on the property which are superior to the lien of this mortgage; (3rd) the balance due to Mortgagee on account of principal and interest and late charges on the indebtedness hereby secured; and (4th) the surplus, if any, shall be paid to Mortgagor (subject to the rights of any junior lienholders).

8. If the property described herein is sold under foreclosure or otherwise and the proceeds are insufficient to pay the total indebtedness hereby secured, Mortgagor shall be personally bound to pay the unpaid balance of the note or notes secured hereby and any other indebtedness secured hereby, and Mortgagee shall be entitled to a deficiency judgment.

9. Upon notice of default pursuant to law or abandonment of the property and at any time prior to the expiration of any period of redemption following foreclosure sale, Mortgagee shall be entitled to enter upon, take possession of and manage the property and to collect any rents of the property, including those past due. Any rents so collected by Mortgagee shall be applied first to payment of the costs of management of the property and collection of rents, including, but not limited to, reasonable attorney's fees, and then to the sums secured by this mortgage.

10. 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.

11. If all or any part of the property or an interest therein is sold or transferred by Mortgagor without written permission of Mortgagee, excluding the creation of a lien or encumbrance subordinate to this mortgage, Mortgagee may, at Mortgagee's option, declare all the sums secured by this mortgage to be immediately due and payable. Entering into a contract to sell said property shall be a transfer for the purposes of this Paragraph.

12. 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 the last known mailing address of such person (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.

13. Mortgagor shall be given written notice of any default of this mortgage and ten (10) days from receipt of said notice, within which to cure said default before foreclosure proceedings may be initiated.

14. The acceptance of this mortgage and the note or notes it secures by Mortgagee shall be an acceptance of the terms and conditions contained herein.

15. 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 parties. 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, this mortgage has been executed by Mortgagor and is dated the 13 day of May, 1994.

David E. Williams
DAVID E. WILLIAMS

Ralphine E. Williams
RALPHINE ELIZABETH WILLIAMS

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

The foregoing mortgage was acknowledged before me this 13 day of May, 1994, by DAVID E. WILLIAMS and RALPHINE ELIZABETH WILLIAMS.

WITNESS my hand and official seal.

BARBARA A. WELLS - Notary Public
County of Sublette
State of Wyoming
My Commission Expires 9-16-97

Barbara A. Wells
Notary Public

476 1/04/95 Rlsd. BC 10 Rec. pg. 143

MORTGAGE DEED

KENT S. SOJOURNER, a single man, mortgagor, of P.O. Box 216, Boulder, WY 82923. to secure the payment of Fifty Thousand and NO/100 ($50,000.00) Dollars, payable as evidenced by one Promissory Note of even date herewith, does hereby mortgage to the **GENE F. CAMP** and **BARBARA J. CAMP**, husband and wife, mortgagees, as tenants of an estate by the entireties with full right of survivorship and not as tenants in common, whose address is P.O. Box 124, Boulder, WY 82923, the following described real estate, situate in the County of Sublette, in the State of Wyoming, to-wit:

A tract of land located in NW¼NE¼ of Section 16, Township 32 North, Range 108 West of the 6th P.M., Sublette County, Wyoming, being more particularly described as follows:
Beginning at Corner No. 1, a point which is S.55°30'W., a distance of 2089 feet from the NE corner of Section 16, Township 32 North, Range 108 West of the 6th P.M., and proceeding thence N.50°10'W., a distance of 100 feet to Corner No. 2;
thence proceeding S.39°50'W., a distance of 105 feet, more or less to Corner No. 3, a point on the northerly right-of-way line of U.S. Highway 187 (now known as U.S. Highway 191). S.50°10'E., a distance of 100 feet to Corner No. 4.
thence proceeding N.39°50'E., a distance of 105 feet, more or less, to Corner No. 1, the point of beginning;
TOGETHER WITH all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in the United States patents or of record, to easements and rights-of-way of record or in use and to prior mineral reservations of record.

The mortgagor agrees to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises during the life of this mortgage, and in case the mortgagor shall fail to pay such taxes and assessments, as aforesaid, the mortgagees may pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof and said defaults shall not be cured within thirty (30) days of such defaults, then the whole indebtedness hereby secured with the interest thereon shall become due and payable at the option of the mortgagees, 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 the mortgagor shall pay all sums due hereunder, together with all cost of sale and

246405

RECORDED May 13, 1994 2:45 PM
IN BOOK 59 Mtg. PAGE 476
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

foreclosure, including reasonable dollars, as attorney's fees. This mortgage may be foreclosed by publication or by suit at the option of mortgagees.

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

DATED this 13th day of May, 1994.

KENT S. SOJOURNER

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Mortgage Deed** was acknowledged before me by KENT S. SOJOURNER, this 13th day of May, 1994.

Witness my hand and official seal.

EDWIN R ADAMS - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires 7-28-96

NOTARY PUBLIC

My Commission Expires: 7-28-96

478 Rlsd. BK 18 pg 111 5/20/96

Key Bank of Wyoming
JACKSON CONSUMER LOANS
120 WEST PEARL STREET
JACKSON, WY 83001
307 733-4884 (Lender)

MORTGAGE

246426

RECORDED May 11, 1994 9:10 AM
IN BOOK 59 Mtg. PAGE 478
FEES 14.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

BORROWER	MORTGAGOR
DIANA E CARTER	DIANA E CARTER
ADDRESS P. O. BOX 835 PINEDALE, WY 82941	ADDRESS P. O. BOX 835 PINEDALE, WY 82941
TELEPHONE NO. 307 367-6338 / IDENTIFICATION NO.	TELEPHONE NO. 307 367-6338 / IDENTIFICATION NO.

This document was prepared by the Lender indicated above.

In consideration of the loan or other credit accommodation hereinafter specified and any future advances or future Obligations which may hereinafter be advanced or incurred and the trust hereinafter mentioned and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby warrants and mortgages to Lender, its successors and assigns, with power of sale and right of entry and possession all of Mortgagor's present and future estate, right, title and interest in and to the real property described in Schedule A which is attached to this Mortgage and incorporated herein together with all present and future improvements and fixtures; privileges, hereditaments, and appurtenances; leases, licenses and other agreements; rents, issues and profits; water, well, ditch, reservoir and mineral rights and stocks pertaining to the real property (cumulatively "Property"); until payment in full of all Obligations secured hereby.

Moreover, in further consideration, Mortgagor does, for Mortgagor and Mortgagor's heirs, representatives and assigns, hereby expressly warrant, covenant, and agree with Lender its successors and assigns as follows:

1. OBLIGATIONS. This Mortgage shall secure the payment and performance of all present and future indebtedness, liabilities, obligations and covenants of Borrower or Mortgagor (cumulatively "Obligations") to Lender pursuant to:

(a) this Mortgage and the following promissory notes and other agreements:

INTEREST RATE	PRINCIPAL AMOUNT/ CREDIT LIMIT	FUNDING/ AGREEMENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER
FIXED	$14,500.00	05/05/94	05/20/99		

(b) all other present or future, written agreements with Lender which refer specifically to this Mortgage **(whether executed for the same or differen purposes than the foregoing)**;

(c) any guaranty of obligations of other parties given Lender now or hereafter executed which refers to this Mortgage;

(d) future advances, whether made under an open-end credit agreement or otherwise, to the same extent as if made contemporaneously with th execution of this Mortgage, made or extended on behalf of Mortgagor or Borrower. Mortgagor agrees that if one of the Obligations is a line of credi the lien of this Mortgage shall continue until payment in full of all debt due under the line notwithstanding the fact that from time to time (but befor termination of the line) no balance may be outstanding;

(e) all repeated amendments, extensions, renewals, modifications, replacements or substitutions to any of the foregoing.

As used in this Paragraph 1, the terms Mortgagor and Borrower shall include and also mean any Mortgagor or Borrower if more than one.

2. REPRESENTATIONS, WARRANTIES AND COVENANTS. Mortgagor represents, warrants and covenants to Lender that:

(a) Mortgagor shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Mortgage and those described in Schedule B which is attached to this Mortgage and incorporated herein by reference, which Mortgagor agrees to pay and perform in a timely manner;

(b) Mortgagor is in compliance in all respects with all applicable federal, state and local laws and regulations, including, without limitation, thos relating to "Hazardous Materials", as defined herein, and other environmental matters (the "Environmental Laws"), and neither the federal governmen nor the State of Wyoming or any other governmental or quasi governmental entity has filed a lien on the Property, nor are there any governmenta judicial or administrative actions with respect to environmental matters pending, or to the best of the Mortgagor's knowledge, threatened, which involv the Property. Neither Mortgagor nor, to the best of Mortgagor's knowledge, any other party has used, generated, released, discharged, stored, o disposed of any Hazardous Materials as defined herein, in connection with the Property or transported any Hazardous Materials to or from the Property Mortgagor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any substance, material, o waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) friable or nonfriable asbestos; (ii polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Wate Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials o wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacement to that statute; and (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensiv Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute, rul regulation or ordinance now or hereafter in effect. Mortgagor shall not lease or permit the sublease of the Property to a tenant or subtenant whos operations may result in contamination of the Property with Hazardous Materials or toxic substances;

(c) All applicable laws and regulations (including, without limitation, the Americans with Disabilities Act, 42 U.S.C. 12101 et seq. (and all regulation promulgated thereunder) and all zoning and building laws and regulations) relating to the Property by virtue of any federal, state or municipal authori with jurisdiction over the Property presently are and shall be observed and complied with in all material respects, and all rights, licenses, permits, an certificates of occupancy (including but not limited to zoning variances, special exceptions for nonconforming uses, and final inspection approvals whether temporary or permanent, which are materials to the use and occupancy of the Property, presently are and shall be obtained, preserved an where necessary, renewed;

(d) Mortgagor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and these actions do not and shall n conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Mortgagor at an time;

(e) No action or proceeding is or shall be pending or threatened which might materially affect the Property; and

(f) Mortgagor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might material affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to th Mortgage.

3. PRIOR MORTGAGES. Mortgagor represents and warrants that there are no prior mortgages or deeds of trust affecting any part of the Property exce as set forth on Schedule B attached to this Mortgage which Mortgagor agrees to pay and perform in a timely manner. If there are any prior mortgages deeds of trus[redacted]rtgagor agrees to pay all amounts owed, a[redacted]rm all obligations required, under such mo[redacted] deeds of trust and t indebtedness secured thereby and further agrees that a default under any prior mortgage or deed of trust shall be a defa[redacted] this Mortgage and sh

[redacted] [redacted] [redacted]

4. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN MORTGAGORS OR BORROWERS. In the event of a sale, conveyance, lease, contract for deed or transfer to any person of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Mortgagor (if Borrower or Mortgagor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity), Lender may, at its option declare the outstanding principal balance of the Obligations plus accrued interest thereon immediately due and payable, or, at Lender's sole option, Lender may consent to said conveyance in writing and may increase the interest rate of the Obligations to the interest rate which Lender would then commit to make a first mortgage loan of similar character with similar security, as determined by Lender in its sole discretion, or compensate Lender for such increased risk resulting from the breach of the foregoing covenants. At Lender's request, Mortgagor or Borrower, as the case may be, shall furnish a complete statement setting forth all of its stockholders or partners, as appropriate, and the extent of their respective stock ownership or partnership interests.

5. ASSIGNMENT OF RENTS. In consideration of the Obligations, which are secured by this Mortgage, Mortgagor absolutely assigns to Lender all Mortgagor's estate, right, title, interest claim and demand now owned or hereafter acquired in all existing and future leases of the Property (including extensions, renewals and subleases), all agreements for use and occupancy of the Property (all such leases and agreements whether written or oral, are hereafter referred to as the "Leases"), and all guaranties of lessees' performance under the Leases, together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues, profits and other income of any nature now or hereafter due (including any income of any nature coming due during any redemption period) under the Leases or from or arising out of the Property including minimum rents, additional rents, percentage rents, parking or common area maintenance contributions, tax and insurance contributions, deficiency rents, liquidated damages following default in any Lease, all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability caused by destruction or damage to the Property, all proceeds payable as a result of a lessee's exercise of an option to purchase the Property all proceeds derived from the termination or rejection of any Lease in a bankruptcy or other insolvency proceeding, and all proceeds from any rights and claims of any kind which Mortgagor may have against any lessee under the Leases or any occupants of the Property (all of the above are hereafter collectively referred to as the "Rents"). This assignment is subject to the right, power and authority given to the Lender to collect and apply the Rents. The lien created by this assignment is intended to be specific, perfected, and choate upon the recording of this Mortgage. As long as there is no default under the Obligations or this Mortgage, Lender grants Mortgagor a revocable license to collect all Rents from the Leases when due and to use such proceeds in Mortgagor's business operations. However, Lender may at any time require Mortgagor to deposit all Rents into an account maintained by Mortgagor or Lender at Lender's institution. Upon default in the payment of, or in the performance of, any of the Obligations, Lender may at its option take possession of the Property and have, hold, manage, lease and operate the Property on terms and for a period of time that Lender deems proper. Lender may proceed to collect and receive all Rents, from the property, and Lender shall have full power to periodically make alterations, renovations, repairs or replacements to the Property as Lender may deem proper. Lender may apply all Rents to the payment of the cost of such alterations, renovations, repairs and replacements and any expenses incident to taking and retaining possession of the Property and the management and operation of the Property. Lender may keep the Property properly insured and may discharge any taxes, charges, claims, assessments and other liens which may accrue. The expense and cost of these actions may be paid from the Rents received, and any unpaid amounts shall be added to the principal of the Obligations. These amounts, together with other costs, shall become part of the Obligations secured by this Mortgage.

6. LEASES AND OTHER AGREEMENTS. Mortgagor shall not take or fail to take any action which may cause or permit the termination or the withholding of any payment in connection with any Lease or other agreement ("Agreement") pertaining to the Property. In addition, Mortgagor, without Lender's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Mortgagor's rights, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Mortgagor receives at any time any written communication asserting a default by Mortgagor under an Agreement or purporting to terminate or cancel any Agreement, Mortgagor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender. All such Agreements and the amounts due to Mortgagor thereunder are hereby assigned to Lender as additional security for the Obligations.

7. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lender shall be entitled to notify or require Mortgagor to notify any third party (including, but not limited to, lessees, licensees, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Mortgagor with respect to the Property (cumulatively "Indebtedness") whether or not a default exists under this Mortgage. Mortgagor shall diligently collect the Indebtedness owing to Mortgagor from these third parties until the giving of such notification. In the event that Mortgagor possesses or receives possession of any instruments or other remittances with respect to the Indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any Indebtedness or the payment of any insurance or condemnation proceeds, Mortgagor shall hold such instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required, to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral upon, or otherwise settle any of the Indebtedness whether or not an event of default exists under this Agreement. Lender shall not be liable to Mortgagor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Notwithstanding the foregoing, nothing herein shall cause Lender to be deemed a mortgagee in possession.

8. USE AND MAINTENANCE OF PROPERTY. Mortgagor shall take all actions and make any repairs needed to maintain the Property in good condition. Mortgagor shall not commit or permit any waste to be committed with respect to the Property. Mortgagor shall use the Property solely in compliance with applicable law and insurance policies. Mortgagor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the beneficial interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Mortgagor's sole expense.

9. LOSS OR DAMAGE. Mortgagor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any cause whatsoever. In the event of any Loss or Damage, Mortgagor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.

10. INSURANCE. The Property will be kept insured for its full insurable value (replacement cost) against all hazards including loss or damage caused by flood, earthquake, tornado and fire, collision, theft or other casualty to the extent required by Lender. Mortgagor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least 30 days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a loss payee and provide that no act or omission of Mortgagor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. In the event Mortgagor fails to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and the insurance cost shall be an advance payable and bearing interest as described in Paragraph 21 and secured hereby. Mortgagor shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Mortgagor in making and settling claims under insurance policies, cancelling any policy or endorsing Mortgagor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constantly assigned, pledged and delivered to Lender for further securing the Obligations. In the event of loss, Mortgagor shall immediately give Lender written notice and Lender is authorized to make proof of loss. Each insurance company is directed to make payments directly to Lender instead of to Lender and Mortgagor. Lender shall have the right, at its sole option, to apply such monies toward the Obligations or toward the cost of rebuilding and restoring the Property. Any amounts may at Lender's option be applied in the inverse order of the due dates thereof.

11. ZONING AND PRIVATE COVENANTS. Mortgagor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Mortgagor's use of the Property becomes a nonconforming use under any zoning provision, Mortgagor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Mortgagor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.

12. CONDEMNATION. Mortgagor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Mortgagor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property.

13. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS. Mortgagor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Mortgagor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Mortgagor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name.

14. INDEMNIFICATION. Lender shall not assume or be responsible for the performance of any of Mortgagor's obligations with respect to the Property under any circumstances. Mortgagor shall immediately provide Lender with written notice of and indemnify and hold Lender and its shareholders, directors, officers, employees and agents harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses), causes of action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Mortgagor, upon the request of Lender, shall hire legal counsel to defend Lender from such Claims, and pay the attorneys' fees, legal expenses and other costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Mortgagor's cost. Mortgagor's obligation to indemnify Lender under this paragraph shall survive the termination, release or foreclosure of this Mortgage.

15. TAXES AND ASSESSMENTS. Mortgagor shall pay all taxes and assessments relating to Property when due and immediately provide Lender evidence of payment of same. Upon the request of Lender, Mortgagor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance premium, taxes and assessments pertaining to the Property. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so held to pay any taxes or against the Obligations. Any funds applied may, at Lender's option, be applied in reverse order of the due date thereof.

16. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Mortgagor shall allow Lender or its agents to examine and inspect the Property and examine, inspect and make copies of Mortgagor's books and records pertaining to the Property from time to time. Mortgagor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Mortgagor's books and records shall be genuine, true, accurate and complete in all respects. Mortgagor shall note the existence of Lender's beneficial interest in its books and records pertaining to the Property. Additionally, Mortgagor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Mortgagor's financial condition or the Property. The information shall be for such periods, shall reflect Mortgagor's records at such time, and shall be rendered with such frequency as Lender may designate. All information furnished by Mortgagor to Lender shall be true, accurate and complete in all respects, and signed by Mortgagor if Lender requests.

17. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Mortgagor shall deliver to Lender, or any intended transferee of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance on the Obligations; and (b) whether Mortgagor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature or such claims, defenses, set-offs or counterclaims. Mortgagor will be conclusively bound by any representation that Lender may make to the intended transferee with respect to these matters in the event that Mortgagor fails to provide the requested statement in a timely manner.

18. DEFAULT. Mortgagor shall be in default under this Mortgage in the event that Mortgagor, Borrower or any guarantor of any Obligation:

(a) fails to pay any Obligation to Lender when due;
(b) fails to perform any Obligation or breaches any warranty or covenant to Lender contained in this Mortgage or any other present or future agreement;
(c) destroys, loses or damages the Property in any material respect or the Property becomes subject to seizure, confiscation or condemnation;
(d) seeks to revoke, terminate or otherwise limit its liability under any guaranty to Lender or any individual guarantor dies;
(e) dies, becomes legally incompetent, is dissolved or terminated, becomes insolvent, makes an assignment for the benefit of creditors, fails to pay debts as they become due, files a petition under the federal bankruptcy laws, has an involuntary petition in bankruptcy filed in which Mortgagor, Borrower or any guarantor is named or has property taken under any writ or process of court;
(f) allows goods to be used on, transported or stored on the Property, the possession, transportation, or use of which, is illegal;
(g) allows any party other than Mortgagor or Borrower to assume or undertake any Obligation without the written consent of Lender; or
(h) causes Lender to deem itself insecure due to a significant decline in the value of the Property; or Lender, in good faith, believes that the prospect of payment or performance is impaired.

19. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):

(a) to declare the Obligations immediately due and payable in full;
(b) to collect the outstanding Obligations with or without resorting to judicial process;
(c) to require Mortgagor to deliver and make available to Lender any personal property or Chattels constituting the Property at a place reasonably convenient to Mortgagor and Lender;
(d) to enter upon and take possession of the Property without applying for or obtaining the appointment of a receiver and, at Lender's option, to appoint a receiver without bond, without first bringing suit on the Obligations and without otherwise meeting any statutory conditions regarding receivers, it being intended that Lender shall have this contractual right to appoint a receiver;
(e) to employ a managing agent of the Property and let the same, in the name of Lender or in the name of Mortgagor, and receive the rents, incomes, issues and profits of the Property and apply the same, after payment of all necessary charges and expenses, on account of the Obligations;
(f) to pay any sums in any form or manner deemed expedient by Lender to protect the security of this Mortgage or to cure any default other than payment of interest or principal on the Obligations;
(g) to foreclose this Mortgage either by suit at law or equity, as Lender may elect, or to foreclose this Mortgage by advertisement and sale of the property at public venue for cash, according to Wyoming statutes governing mortgage foreclosures;
(h) to set-off Mortgagor's Obligations against any amounts owed Mortgagor by Lender including, but not limited to, monies, instruments, and deposit accounts maintained with Lender or any currently existing or future affiliate of Lender; and
(i) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Mortgagor, Mortgagor waives the posting of any bond which might otherwise be required. Lender or Lender's designee may purchase the Property at any sale. The Property or any part thereof may be sold in one parcel, or in such parcels, manner or order as Lender in its sole discretion may elect, and one or more exercises of the power herein granted shall not extinguish or exhaust the power unless the entire Property are sold or the Obligations paid in full.

20. SECURITY INTEREST UNDER THE UNIFORM COMMERCIAL CODE. This Mortgage shall be considered a financing statement pursuant to the provisions of the Uniform Commercial Code covering fixtures, chattels, and articles of personal property now owned or hereafter attached to or to be used in connection with the Property together with any and all replacements thereof and additions thereto (the "Chattels"), and Mortgagor hereby grants Lender a security interest in such Chattels. The debtor is the Mortgagor described above. The secured party is the Lender described above. Upon demand, Mortgagor shall make, execute and deliver such security agreements (as such term is defined in the Uniform Commercial Code of Wyoming) as Lender at any time may deem necessary or proper or require to grant to Lender a perfected security interest in the Chattels, and upon Mortgagor's failure to do so, Lender is authorized to sign any such agreement as the agent of Mortgagor. Mortgagor hereby authorizes Lender to file financing statements (as such term is defined in said Uniform Commercial Code) with respect to the Chattels, at any time, without the signature of Mortgagor. Mortgagor will, however, at any time upon request of Lender, sign such financing statements. Mortgagor will pay all filing fees for the filing of such financing statements and for the refiling thereof at the times required, in the opinion of Lender, by said Uniform Commercial Code. If the lien of this Mortgage be subject to any security agreement covering the Chattels, then in the event of any default under this Mortgage, all the right, title and interest of Mortgagor in and to any and all of the Chattels is hereby assigned to Lender, together with the benefit of any deposits or payments now or hereafter made thereof by Mortgagor or the predecessors or successors in title of Mortgagor in the Property.

21. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Lender, at Lender's option, may expend funds (including attorneys' fees and legal expenses) to perform any act required to be taken by Mortgagor or to exercise any right or remedy of Lender under this Mortgage. Upon demand, Mortgagor shall immediately reimburse Lender for all such amounts expended by Lender together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the beneficial interest granted herein. If the Obligations are paid after the beginning of publication of notice of sale, as herein provided, or in the event Lender shall, at its sole option, permit Mortgagor to pay any part of the Obligations after the beginning of publication of notice of sale, as herein provided, then, Mortgagor shall pay on demand all expenses incurred by the Lender in connection with said publication, including reasonable attorneys' fees to the attorneys for the Lender, and this Mortgage shall be security for all such expenses and fees.

22. APPLICATION OF PAYMENTS. All payments made by or on behalf of Mortgagor may be applied against the amounts paid by Lender (including attorneys' fees and legal expenses) in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Lender chooses.

23. POWER OF ATTORNEY. Mortgagor hereby appoints Lender as its attorney-in-fact to endorse Mortgagor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Mortgagor under this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Mortgagor from any Obligation or cure any default under this Mortgage. The powers of attorney described in this Mortgage are coupled with an interest and are irrevocable.

24. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.

25. COLLECTION COSTS. To the extent permitted by law, Mortgagor agrees to pay Lender's reasonable fees and costs, including but not limited to fees and costs of attorneys and other agents (including without limitation paralegals, clerks and consultants), which are incurred by Lender in collecting any amount due or enforcing any right or remedy under this Mortgage or any other agreement between Mortgagor and Lender, all whether or not suit is brought and including but not limited to fees and costs incurred on appeal, in bankruptcy, and for post-judgment collection actions and whether or not such attorney is an employee of Lender.

26. PARTIAL RELEASE. Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Nothing herein shall be deemed to obligate Lender to release any of its interest in the Property, nor shall Lender be obligated to release any part of the Property if Mortgagor is in default under this Mortgage.

27. MODIFICATION AND WAIVER. The modification or waiver of any of Mortgagor's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by Lender. Lender may perform any of Borrower's or Mortgagor's Obligations, delay or fail to exercise any of its rights or accept payments from Mortgagor or anyone other than Mortgagor without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Mortgagor's Obligations under this Mortgage shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the Obligations belonging to any Mortgagor, Borrower or third party or any of its rights against any Mortgagor, Borrower or third party or any of the Property. Lender's failure to insist upon strict performance of any of the Obligations shall not be deemed a waiver and Lender shall have the right at any time thereafter to insist upon strict performance.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

28. SUCCESSORS AND ASSIGNS. This Mortgage shall be binding upon and inure to the benefit of Mortgagor and L[redacted]d their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees and devisees.

29. NOTICES. Except as otherwise required by law, any notice or other communication to be provided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties may designate in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given three (3) days after such notice is sent and any other such notice shall be deemed given when received by the person to whom such notice is being given.

30. SEVERABILITY. If any provision of this Mortgage violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable.

31. APPLICABLE LAW. This Mortgage shall be governed by the laws of the State of Wyoming. Unless applicable law provides otherwise, Mortgagor consents to the jurisdiction and venue of any court selected by Lender, in its sole discretion, located in Wyoming.

32. MISCELLANEOUS. Mortgagor and Lender agree that time is of the essence. Mortgagor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Mortgagor in this Mortgage shall include all persons signing below. If there is more than one Mortgagor, their Obligations shall be joint and several. This Mortgage represents the complete integrated understanding between Mortgagor and Lender pertaining to the terms and conditions hereof.

33. RELEASE AND WAIVER OF HOMESTEAD. 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 Mortgagor is lawfully seized of said Property, that it is free from all encumbrances, and hereby covenants to warrant and defend the title of said Property against the lawful claims of all persons whomsoever.

Any Mortgagor who signs this Mortgage but does not execute the Note or Agreement evidencing the Obligations (the "Note"): (a) is signing this document to grant and convey their interest in the Property under the terms of this document; (b) is not personally obligated to pay the Note; (c) agrees that Lender and any Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this document or the Note without that Mortgagor's consent; (d) hereby releases and forever quit-claims unto Lender, as Mortgagee, all his/her rights of homestead in and to the Property.

34. ADDITIONAL TERMS.

Mortgagor acknowledges that Mortgagor has read, understands, and agrees to the terms and conditions of this Mortgage.

IN WITNESS HEREOF, Mortgagor has executed this instrument either individually or has caused this instrument to be executed and delivered in its name by its duly authorized representative on the date of the acknowledgment.

Dated this 5TH day of MAY, 1994 _____.

MORTGAGOR DIANA E CARTER

DIANA E CARTER

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

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STATE OF WYOMING)
) ss:
COUNTY OF Teton)

On this 5th day of May, 1994, before me personally appeared Diana E Carter to me known to be the person(s) described in and who executed the executed the foregoing instrument, and acknowledged that She executed the same as free act and deed, including the release and waiver of the right of homestead.

Given under my hand and seal this 5th day of May 1994.

(SEAL)

Terri McGurk
Notary Public
Lincoln Co. Wyoming
My Commission Expires
February 11, 1998

Terri McGurk
Notary Public

My Commission Expires:
2-11-98

STATE OF WYOMING)
) ss:
COUNTY OF _____)

On this _____ day of _____, _____, before me personally appeared _____ to me personally known, who, being by me duly sworn, did say that he/she/they are the _____ respectively, of said _____, executing the foregoing instrument, that said instrument was signed on behalf of said _____, by authority of its _____, and the above signed person(s) acknowledged the execution of said instrument to be the free act and deed of said _____.

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

Notary Public

My Commission Expires: _____

RELEASE OF HOMESTEAD RIGHTS:

STATE OF WYOMING)
) ss:
COUNTY OF LARAMIE _____)

On this _____ day of _____, _____, before me personally appeared _____ to me known to be the spouse of _____, and who executed the foregoing instrument for purposes of waiving and relinquishing his/her homestead rights, acknowledged that he/she had been fully advised of his/her rights and the effect of signing, and acknowledged that he/she executed the foregoing instrument as his/her free act and deed.

Given under my hand and seal this _____ day of _____, _____.

(SEAL)

Notary Public

My Commission Expires:

_____

SCHEDULE A

LOT 10 AND THE NORTH ONE-HALF OF LOT 11, BLOCK 3, HENNICK'S SECOND 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, SUBLETTE COUNTY, WYOMING.

SCHEDULE B

[redacted] [redacted] [redacted]

AFTER RECORDING RETURN TO LENDER AT ITS ADDRESS DESCRIBED ABOVE.

BROCKWAY, K[redacted]
256560

AFTER RECORDING MAIL TO:

246439

RECORDED May 11, 1994 10:35 AM
IN B[illegible] 59 Mtg. PAGE 483
FEES $ 18.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

LOAN NO. 256560

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 11, 1994 The mortgagor is

Kreg A. Brockway and Jacqueline D. Brockway, Husband and Wife

("Borrower").

This Security Instrument is given to Wallick and Volk, Inc.

which is organized and existing under the laws of The State of Wyoming , and whose address is 222 E. 18th Street, Cheyenne, WY 82001 ("Lender"). Borrower owes Lender the principal sum of Eighty Thousand Dollars and no/100 Dollars (U.S. $ 80,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on June 1, 2024 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 Legal Description

which has the address of 915 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, appurtenances, and 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.

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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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. $2601 et seq. ("RESPA"), unless another law that applies to the funds sets a lessor amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or if any Federal Home Loan Bank Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provdes otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under 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 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 (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 or Property 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, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and

[redacted] [redacted] [redacted]

East one half of Lot 11 of the Guio Subdivision to the Town of Big Piney, Sublette County, Wyoming

and

A parcel of land, being a part of Lot 2 ($SW\frac{1}{4}NW\frac{1}{4}$) of Section 31, Township 30 North, Range 111 West of the 6th P.M., Sublette County, Wyoming, more particularly described as follows:

Beginning at the West Quarter Corner of Section 31 and running thence N.86°10'E., 1437 feet 8 inches to a point; thence N.82°45'W., 227 feet 4 inches to a point, which point is the point of beginning of the description of this tract of land; thence N.01°02'E., 150.00 feet; thence N.82°45'W., 100.48 feet; thence S.01°02'W., 150.00 feet; thence S.82°45'E., 100.48 feet to the point of beginning.

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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with **paragraph 7**

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 21 the Property is acquired by Lender, Borrower's rights 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default in any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgement could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the convenants 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 forfeiture 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 attorney's 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the periods that Lender requires) provided by

an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. Borrower Not Released; Forebearance 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.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the sucessors 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 accomodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. 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.

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 or 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 as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, not allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20,, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 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 21, 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.

22. 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.

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

24. 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
- ☐ 1-4 Family Rider
- ☐ Graduated Payment Rider
- ☐ Planned Unit Development Rider
- ☐ Biweekly Payment Rider
- ☐ Balloon Rider
- ☐ Rate Improvement Rider
- ☐ Second Home 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.

Witnesses:

_____

Kreg A. Brockway (Seal) Borrower

Social Security Number 545-82-3745

_____

Jacqueline D. Brockway (Seal) Borrower

Social Security Number 566-11-4642

_____ (Seal) Borrower

Social Security Number _____

_____ (Seal) Borrower

Social Security Number _____

[Space Below This Line For Acknowledgment]

STATE OF California **County ss:** Tulare

The foregoing instrument was acknowledged before me this 11th May 1994 (date)

by Kreg A. Brockway and Jacqueline D. Brockway (person acknowledging)

My Commission expires: 3-14-97

_____
Notary Public

VIRGINIA BAILEY
COMM. # 987615
Notary Public — California
TULARE COUNTY
My Comm. Expires MAR 14, 1997

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REAL ESTATE MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Rel. 2L 2C M.L.P. 5-7 11/20/00

490

MORTGAGEE:
or its successors or assigns

Avco Financial SErvices of Cheyenne Inc. WYOMING

ACCOUNT NUMBER: 747302851

MORTGAGOR(S):

LAST NAME	FIRST	INITIAL	SPOUSE'S NAME
Golden	Charles	A	

MAILING ADDRESS	STREET	CITY	STATE	ZIP
P.O.Box 91		Pinedale	Wy	82942

WITNESSETH, that Mortgagor(s) does mortgage, grant, bargain, sell, and convey, unto Mortgagee, its successors or assigns the following described Real Estate in the county of Sublette, State of Wyoming, to wit:

Lot 2, Block 4, of the K & M Addition to the Town of Pinedale, Sublette County, Wyoming

And Mobile Home Situated Thereon

246478

RECORDED May 17, 1994 11:05AM
IN BOOK 59 Mtg. PAGE 490
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

together with all buildings and improvements, additions and alterations, now or hereafter erected thereon and the hereditaments and appurtenances pertaining to the property above described, and all streets, lanes, alleys, passageways, rights, liberties, licenses and privileges, including water and mineral rights, belonging to or in any way pertaining thereto, all of which are hereafter referred to as the "premises".

TO HAVE AND TO HOLD the above-described premises, with the appurtenances unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth free from all rights and benefits under any Homestead Laws, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Mortgagor contained herein; (2) Payment of the principal sum with interest, as provided in accordance with the terms and provisions of a Promissory Note (hereinafter referred to as "promissory note") dated May 13, 1994, herewith executed by Mortgagor and payable to Mortgagee, in the principal sum of $ 36,500.84; (3) Payment of any additional advances, with interest thereon, as may hereafter be loaned by Mortgagee to Mortgagor in a maximum amount of $ 36,500.84; (4) The payment of any money that may be advanced by the Mortgagee to Mortgagor for any reason or to third parties, with interest thereon, where the amounts are advanced to protect the security in accordance with the covenants of this Mortgage; (5) Any renewal, refinancing or extension of said promissory note, or any other agreement to pay which may be substituted therefor.

All payments made by Mortgagor on the obligation secured by this Mortgage shall be applied in the following order:

FIRST: To the payment of taxes and assessments that may be levied and assessed against said premises, insurance premiums, repairs, and all other charges and expenses agreed to be paid by the Mortgagor.

SECOND: To the payment of interest due on said loan.

THIRD: To the payment of principal.

TO PROTECT THE SECURITY HEREOF, MORTGAGOR(S) COVENANTS AND AGREES: (1) To keep said premises insured against loss by fire and other hazards, casualty and contingencies up to the full value of all improvements for the protection of Mortgagee in such manner, in such amounts, and in such companies as Mortgagee may from time to time approve, and that loss proceeds (less expense of collection) shall, at Mortgagee's option, be applied on said indebtedness, whether due or not or to the restoration of said improvements. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor. (2) To pay all taxes and special assessments of any kind that have been or may be levied or assessed upon said premises, and to deliver to Mortgagee, upon request of the Mortgagee, the official receipt showing payment of all such taxes and assessments. (3) In the event of default by Mortgagor under Paragraphs 1 or 2 above, Mortgagee, at its option, may (a) place and keep such insurance above provided for in force throughout the life of this Mortgage and pay the reasonable premiums and charges therefor; (b) pay all said taxes and assessments without determining the validity thereof; and (c) such disbursements shall be deemed a part of the indebtedness secured by this Mortgage and shall be immediately due and payable by Mortgagor to Mortgagee. (4) To pay when due any prior lien or mortgage on the premises and, notwithstanding any right or option granted by any prior lien or by any prior lienholder to permit the principal balance of such prior lien to increase, Mortgagor will not permit the principal balance of such prior lien to increase above the balance existing thereon at the time of the making of this Mortgage until this Mortgage shall have been paid in full. (5) To keep the buildings and other improvements now existing or hereafter erected in good condition and repair, not to commit or suffer any waste or any use of said premises contrary to restrictions of record or contrary to law, and to permit Mortgagee to enter at all reasonable times for the purpose of inspecting the premises; not to remove or demolish any building thereon; to restore promptly and in a good and workmanlike manner any buildings which may be damaged or destroyed thereon, and to pay, when due, all claims for labor performed and materials furnished therefor; (6) If a signer of the Promissory Note that he will pay, promptly the indebtedness secured hereby, and perform all other obligations in full compliance with the terms of said Promissory Note and this Mortgage. (7) That the time of payment of the indebtedness hereby secured, or of any portion thereof, may be extended or renewed, and any portions of the premises herein described may, without notice, be released from the lien hereof, without releasing or affecting the personal liability of any person or the priority of this Mortgage. (8) That he does hereby forever warrant and will forever defend the title and possession thereof against the lawful claims of any and all persons whatsoever.

IT IS MUTUALLY AGREED THAT: (1) If the said Mortgagor shall fail or neglect to pay installments on said Promissory Note as the same may hereafter become due, or upon default in performance of any agreement hereunder, including causing or permitting the principal balance of any prior lien to increase above the principal balance of such lien existing at the time of the making of this Mortgage, or upon sale or other disposition of the premises by Mortgagor without the written consent of Mortgagee, or should any action or proceeding be filed in any court to enforce any lien on, claim against or interest in the premises, then all sums owing by the Mortgagor to the Mortgagee under this Mortgage or under the Promissory Note secured hereby shall immediately become due and payable at the option of the Mortgagee, on the application of the Mortgagee, or assignee, or any other person who may be entitled to the monies due thereon. In such event the Mortgagee shall have the right and power immediately to foreclose this Mortgage and to sell the property hereinabove described by advertisement and sale, as provided by the statutes of the State of Wyoming, or to foreclose this Mortgage by court action, and from the rent, issues and profits, if any are received by it, and out of the proceeds of any sale of the mortgaged premises, the Mortgagee shall pay all costs of foreclosure and sale, including reasonable attorney's fees, to the extent permitted by law, and apply the balance to the payment of all sums due hereunder.

(2) In the event said premises are sold at a foreclosure sale, Mortgagor(s), if a signer of the Promissory Note, shall be liable for any deficiency remaining after sale of the premises, and application of the proceeds of said sale to the indebtedness secured and to the expenses of foreclosure, including Mortgagee's reasonable attorney's fees and legal expenses if allowed by law.

(3) Mortgagee shall be subrogated to the lien of any and all prior encumbrances, liens or charges paid and discharged from the proceeds of the loan hereby secured, and even though said prior liens have been released of record, the repayment of said indebtedness shall be secured by such liens on the portions of said premises affected thereby to the extent of such payments, respectively.

(4) Whenever, by the terms of this instrument or of said Promissory Note, Mortgagee is given any option, such option may be exercised when the right accrues or at any time thereafter, and no acceptance by Mortgagee of payment of indebtedness in default shall constitute a waiver of any default then existing and continuing or thereafter accruing.

(5) Each of the undersigned hereby waives the right to claim any damage for trespass, injury or any tort occasioned by or resulting from the exercise by the Holder of the rights given hereunder or any attempt to exercise any other right the Holder is herein granted, or any other right tha[redacted]older has or may have.

[redacted] [redacted] [redacted]

(6) By accepting payment of any sum accrued hereby after its due date, Mortgagee does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay. If Mortgagor shall pay said Promissory Note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void.

(7) All Mortgagors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this Mortgage shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto respectively. Any reference in this Mortgage of the singular shall be construed as plural where appropriate.

(8) Invalidity or unenforceability of any provisions herein shall not affect the validity and enforceability of any other provisions.

(9) Should said property or any part thereof be taken by reason of condemnation proceeding, Mortgagee shall be entitled to all compensation, awards, other payments therefor and apply the same on said indebtedness.

(10) If any of the undersigned is a married person, he represents and warrants that this instrument has been executed in his behalf, and for his sole and separate use and benefit and that he has not executed the same as surety for another.

(11) Each of us, whether Principal, Surety, Guarantor, Endorser, or other party hereto, hereby waives and renounces, each for himself and family, any and all homestead or exemption rights either of us have under or by virtue of the Constitution or Laws of any State, or the United States, as against this debt or any renewal thereof; and any security agreement taken to secure this note or any renewal thereof; and the undersigned, and each Surety, Endorser, Guarantor, or other party to this note, transfers, conveys and assigns to the Holder hereof, a sufficient amount of any homestead or exemption that may be allowed to the undersigned, or either of them, including such homestead or exemption as may be set apart in bankruptcy, to the extent permitted by law.

(12) This Mortgage shall be construed according to the laws of the State of Wyoming.

(13) It is agreed that the loan hereby secured is made subject to the Wyoming Uniform Consumer Credit Code and shall be considered for all purposes a Supervised Consumer Loan.

DATE OF MORTGAGE

May 13, 1994

WITNESS the hand and seal of the Mortgagor, the day and year first written.

* B.R. Dhamers (SEAL)
(Witness)

* Charles A Golden Jr. 5/13/94 (SEAL)
(Mortgagor)

* _____ (SEAL)
(Witness)

* _____ (SEAL)
(Mortgagor)

*Please type or print name under signatures.

STATE OF WYOMING)
) ss:
COUNTY OF Sweetwater)

I, B.R. Dhamers, a notary public, in and for the county and State aforesaid, Do hereby Certify That Charles A Golden Jr. and a Single Person, his/her spouse, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 13th day May, A.D. 19 94

My Commission expires _____

B. R. DHAMERS - Notary Public
County of Sweetwater State of Wyoming
My Commission Expires Oct. 14, 1997

B.R. Dhamers
NOTARY PUBLIC

This Mortgage must be recorded

MORTGAGE

FROM

TO

STATE OF WYOMING)
_____ County,) ss.

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

REGISTRATION FEE

Indebtedness $ _____ Fee $ _____
Paid this _____ day of _____, 19 ____
Amt. of Indebtedness is _____ No. _____

By _____
County Clerk, and Ex-Officio Register of Deeds.

_____
Deputy Clerk

491

492 Rsd. Bk 18 pg. 296 11/25/96

Account No. 300 417345

This instrument was prepared by:

FIRST UNION HOME EQUITY CORP.
ALLIANCE-CHARLOTTE
(Name)
CONS-33-0373
CHARLOTTE NC 28288
(Address)

MORTGAGE

THIS MORTGAGE is made this 17TH day of MAY 94, between the Mortgagor, CHRISTOPHER A ROORK AND KRISTIN M ROORK (herein "Borrower"), and the Mortgagee, First Union Home Equity Corporation, a corporation organized and existing under the laws of North Carolina, whose address is CONS-33-0373, CHARLOTTE, N.C. 28288 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. $15,000.00, which indebtedness is evidenced by Borrower's note dated MAY 17, 1994 and extensions, modifications and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on JUNE 1, 2004;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the County of SUBLETTE, State of Wyoming:

Lot 2, Fremont Road Subdivision, Sublette County, Wyoming.

246508

RECORDED May 18, 1994 9:35AM
IN BOOK 59 mtg.
FEES $ 14.00 PAGE 492
SUBLETTE COUNTY, PINEDALE WYOMING COUNTY CLERK
By Cathy Soxton

which has the address of 94 FREEMONT LAKE ROAD (Street) PINEDALE, WY 82941 (City) (State) (Zip Code)

(herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Any Rider ("Rider") attached hereto and executed of even date is incorporated herein and the covenant and agreements of the Rider shall amend and supplement the covenants and agreements of this Mortgage, as if the Rider were a part hereof.

Borrower covenants that Borrower is lawfully seized 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note. This Mortgage secures payment of said Note according to its terms, which are incorporated herein by reference.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 1 hereof shall be applied by Lender first to interest due on the Note, second to the principal due on the Note, and then to late charges due on the Note.

3. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations, , under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's convenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

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

5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such actions as is necessary to protect Lender's interest.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.

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

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

9. Borrower Not Released; Forbearance By Lender Not a Waiver. The Borrower shall remain liable for full payment of the principal and interest on the Note (or any advancement or obligation) secured hereby, notwithstanding any of the following: (a) The sale of all or a part of the premises, (b) the assumption by another party of the Borrower's obligations hereunder, (c) the forbearance or extension of time for payment or performance of any obligation hereunder, whether granted to Borrower or a subsequent owner of the property, and (d) the release of all or any part of the premises securing said obligations or the release of any party who assumes payment of the same. None of the foregoing shall in any way affect the full force and effect of the lien of this Mortgage or impair Lender's right to a deficiency judgment (in the event of foreclosure) against Borrower or any party assuming the obligations hereunder.

Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

10. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note: (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations 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 Property.

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11. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by first class mail addressed to Borrower or the current owner at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and any other person personally liable on this Note as these person's names and addresses appear in the Lender's records at the time of giving notice and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

12. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

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

14. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

15. Transfer of the Property or a Beneficial Interest in Borrower, Assumption. 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 Lender's option, for any reason, declare all the sums secured by this Mortgage to be immediately due and payable. However, this option shall not be exercised by Lender if exercise is prohibited by Federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. If Borrower fails to pay in full these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower

This Mortgage may not be assumed by a purchaser without the Lender's consent. If an assumption is allowed, the Lender may charge an assumption fee and require the person(s) assuming the loan to pay additional charges as authorized by law.

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

16. Acceleration; Remedies. Upon Borrower's breach of any covenant or agreement of Borrower in this entire Mortgage, including the covenants to pay when due any sums under the Note secured by this Mortgage, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without demand or notice, notice of the exercise of such option being hereby expressly waived; and the Lender shall have the right to enter upon and take possession of the property hereby conveyed and after or without taking such possession shall have the right to foreclose this Mortgage either by judicial action or by advertisement and sale pursuant to the laws of the State of Wyoming; and after such sale, the Lender shall apply the proceeds of said sale: first, to the expense of advertising, selling and conveying said property, including a reasonable attorney's fee; second, to the payment of any amounts that may have been expended or that may then be necessary to expend in paying insurance, taxes and other encumbrances, with interest thereon; third, to the payment in full of the principal indebtedness and interest thereon, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the date of said sale; and fourth, the balance if any, shall be paid over to the said Borrowers or to whom ever then appears of record to be the owner of said property. The Lender may bid and become the purchaser of the mortgaged property at any foreclosure sale hereunder.

17. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 16 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration and/or foreclosure under paragraph 16 hereof, or abandonment of the Property, Lender, in person or by agent 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. the Lender shall be liable to account only for those rents actually received prior to foreclosure sale as provided in paragraph 16. Lender shall not be liable to account to Borrower or to any other person claiming any interest in the Property for any rents received after foreclosure.

18. Loan Charges. If the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed permitted limits, then: (1) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2) 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 mailing a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Note.

[redacted]

[redacted]

19. Legislation. If, after the date hereof, enactment or [redacted]on of applicable laws have the effect eit[redacted]ndering the provisions of the Note, the Mortgage or any Rider, unenforceable according to their terms, or all or any part of the sums secured hereby uncollectible, as otherwise provided in this Mortgage or the Note, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by the Mortgage to be immediately due and payable.

20. Release. Upon payment of all sums secured by this Mortgage, the conveyance of the property pursuant to this Mortgage shall become null and void and Lender or Trustee shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any. Lender, at Lender's option, may allow a partial release of the Property on terms acceptable to Lender and Lender may charge a release fee.

21. Waiver of Homestead. Borrower hereby waives all rights of homestead exemption in the Property and relinquishes all rights of dower and curtesy in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage and adopted as his seal the word ("SEAL") appearing beside his name.

Signed, sealed and delivered in the presence of:

_____

_____

_____ (SEAL)
Borrower
CHRISTOPHER A ROORK

_____ (SEAL)
Borrower
KRISTIN M ROORK

STATE OF WYOMING

COUNTY OF Sublette

Christopher A. Roork and Kristin M. Roork, whose names are signed to the foregoing conveyance and who are known to me, acknowledge before me on this day, that, being informed of the contents of this conveyance, they executed the same voluntarily on the date the same bears date.

GIVEN under my hand and official seal this 17 day of May, 1994.

DEBI K RULAND - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Sept. 14, 1996

_____
Notary Public

United Guaranty

496

LIEN AFFIDAVIT

(FOR NON-PURCHASE MONEY LOANS ONLY)

BORROWER: Christopher A. Roork and Kristin M. Roork

PROPERTY ADDRESS: 94 Freemont Lake Road Pinedale, WY 82941

LENDER: First Union Home Equity Corporation

LOAN AMOUNT: $15,000.00 LENDER LOAN NUMBER: 300-417345

PURCHASE PRICE OF HOME: 104,000.00 DATE OF PURCHASE: 12-01-85

There is no lien or encumbrance on the property listed above (the "Property") nor has any lien or encumbrance upon the Property been given or executed or contracted or agreed to be given or executed by the undersigned borrower(s) (the "Borrower") to any person, except for (1) liens or encumbrances disclosed below or (2) liens or encumbrances which will be discharged from the proceeds of the subject loan (the "Loan")

First Lien or encumbrance: PHH US Mortgage Loan Amount: $82,603.02

Junior Lien(s) or encumbrance(s): Loan Amount:

The undersigned hereby acknowledge(s) that this affidavit is executed for the purpose of inducing the lender named above to make or purchase the Loan and inducing United Guaranty Residential Insurance Company of North Carolina to insure the Loan and that the lender will rely upon this affidavit in making or purchasing the Loan and United Guaranty Residential Insurance Company of North Carolina will rely upon this affidavit in insuring the Loan.

BORROWER(S)

Signature: Date: 5/17/94

Print or Type Name: Christopher A. Roork

Signature: Kristin M. Roork Date: 5/17/94

Print or Type Name: Kristin M. Roork

Sworn to, by the above named Borrower(s), on this the 17 day of MAY, 1994, before me a Notary Public for the County of Sublette and State of WYO

NOTARY PUBLIC

Debi K. Ruland

My Commission Expires:
(Notarial Seal)

DEBI K. RULAND - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Sept. 14, 1996

01/90 LA 1

LENDER'S ORIGINAL

[redacted] [redacted] [redacted]

MORTGAGE

THIS MORTGAGE, made this 16th day of May, 19 94, between
Thomas Giovanni Normington, a single person,

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, and whose mailing address is P.O. Box 820, Rock Springs, in
of Sweetwater County, Wyoming, hereinafter referred to as the "Mortgagee."

The Mortgagor, for and in consideration of the sum of - - - - - - - - Seven thousand and no/100- - - - - - - - -

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

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

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

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

However, this mortgage is subject to the express condition that if the Mortgagor pays, or causes to be paid, to the Mortgagee the sum of -Seven thousand and no/100- ($7,000.00) Dollars, together with interest thereon at the rate of eight and one-fourth per cent (8-1/4 %) per annum from May 16, 19 94, until paid, according to the conditions of promissory note , dated May 16, 19 94, the ultimate maturity date of which is May 16, 19 99, which promissory note was executed and delivered by

Thomas Giovanni Normington, a single person,

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

Mortgagor and Mortgagee further covenant and agree as follows:

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

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

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

4. As collateral and further security for the payment of the indebtedness hereby secured, Mortgagor shall keep the improvements now existing or hereinafter erected on said premises insured against loss by fire, with extended coverage provisions, in a sum not less than -Seven thousand and no/100- ($7,000.00) Dollars for the term of this mortgage, and will pay when due all premiums on such insurance. All insurance shall be carried in responsible insurance companies and the policies and renewals thereof shall have attached thereto loss payable clauses in favor of the Mortgagee. The insurance proceeds, or any part thereof, may, at the option of the Mortgagee, be applied either to the reduction of the indebtedness hereby secured or paid to the Mortgagor

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

6. If the Mortgagor defaults in the payment of the indebtedness hereby secured, or of any part or installment of principal or interest, for a period of thirty 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.

Thomas Giovanni Normington

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
County of Sweetwater } ss.

On this 16th day of May, 19 94, before me personally appeared

Thomas Giovanni Normington, a single person,

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

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

My commission expires: March 18, 1998

Cheryl A Sadvastrom
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

500 Rlsd. BK 18 pg 628 10/24/97

246514

RECORDED May 16 1994 11:05A M
IN BOOK 59 MISC PAGE 500
FEES $ 20.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
by Bethany A Walker

RETURN TO: GMAC MORTGAGE CORPORATION OF PA
5975 GREENWOOD PLAZA BLVD. 102
GREENWOOD VIL. , CO 80111

[Space Above This Line For Recording Data]

MORTGAGE

LOAN # 4-313385-81

THIS MORTGAGE ("Security Instrument") is given on MAY 13, 1994 . The mortgagor is

KEN HARTWIG AND LAURIE W. HARTWIG,
HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to GMAC MORTGAGE CORPORATION OF PA

which is organized and existing under the laws of PENNSYLVANIA , and whose address is 8360 OLD YORK ROAD, ELKINS PARK, PA 19117-1590 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED TWENTY THOUSAND AND 00/100 ********** Dollars (U.S. $ 120,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JUNE 01, 2024 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 40 AND 41 OF THE TYLER SECOND SUBDIVISION,
SUBLETTE COUNTY,
WYOMING.

which has the address of 16 HAWKEN LANE [Street, City], PINEDALE Wyoming 82941 [Zip Code] ("Property Address");

TOGE[redacted]WITH all the improvements now or hereafter [redacted]ected on the property, and all easements, appurtenances, and 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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under 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 (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 or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 du 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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. 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.

12. 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.

13. 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.

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 as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 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 21, 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.

22. 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.

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

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

- [X] Adjustable Rate Rider
- [ ] Condominium Rider
- [ ] 1-4 Family Rider
- [ ] Graduated Payment Rider
- [ ] Planned Unit Development Rider
- [ ] Biweekly Payment Rider
- [ ] Balloon Rider
- [ ] Rate Improvement Rider
- [ ] Second Home Rider
- [ ] V.A. 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.
Witnesses:

KEN HARTWIG (Seal) -Borrower

LAURIE W. HARTWIG (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

STATE OF WYOMING, SUBLETTE **County ss:**

The foregoing instrument was acknowledged before me this THIRTEENTH DAY OF MAY , 1994
(date)

by KEN HARTWIG AND LAURIE W. HARTWIG,
HUSBAND AND WIFE (person acknowledging)

My Commission Expires:

EDWIN R ADAMS - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires 1-23-96

Notary Public

506

ADJUSTABLE RATE RIDER

(1 Year Treasury Index—Rate Caps)

LOAN # 4-313385-81

THIS ADJUSTABLE RATE RIDER is made this 13th day of MAY , 19 94 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to GMAC MORTGAGE CORPORATION OF PA

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

16 HAWKEN LANE PINEDALE WY 82941

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 5.625%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of JUNE , 19 95 , and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND 875/1000 percentage points (2.875%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 7.625 % or less than 3.625 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 11.625%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

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

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

[redacted] [redacted] [redacted]

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

LOAN # 4-313385-81

KEN HARTWIG (Seal) -Borrower

LAURIE W. HARTWIG (Seal) -Borrower

Witness (Seal) -Borrower

Witness (Seal) -Borrower

508 Rlsd. Bk 17 Pg 691 5/16/96

3498201MEX

Please Return Recorded Document To:

THE PRUDENTIAL HOME MORTGAGE COMPANY, INC.
DOCUMENT MANAGEMENT
P.O. BOX 980
FREDERICK, MD 21705-0980

246525

RECORDED May 18 1994 2:50 PM
IN BOOK 59 MTG PAGE 508
FEES $ 16.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
by Bethany A. Walker

[Space Above This Line for Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MAY 18, 1994
The mortgagor is MAUREEN GAIL CARLEY, AN UNMARRIED WOMAN

("Borrower"). This Security Instrument is given to THE PRUDENTIAL HOME MORTGAGE COMPANY, INC., which is organized and existing under the laws of THE STATE OF NEW JERSEY, and whose address is 8000 MARYLAND AVENUE, SUITE 1400, CLAYTON, MO 63105 ("Lender"). Borrower owes Lender the principal sum of SIXTY-THREE THOUSAND SIX HUNDRED FIFTY AND NO/100 Dollars (U.S. $ 63,650.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JUNE 1, 2024. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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:

TRACT NO. 21 OF THE REDSTONE WARREN BRIDGE SUBDIVISION, SUBLETTE COUNTY, WYOMING

THIS IS A PURCHASE MONEY MORTGAGE.

which has the address of 71 LITTLE MOUNTAIN ROAD [Street]
DANIEL [City], Wyoming 83115 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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.

[redacted] [redacted] [redacted]

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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under 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 (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 or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. 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.

12. 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.

13. 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.

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 as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 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 21, 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.

22. 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.

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

24. 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
- ☐ 1-4 Family Rider
- ☐ Graduated Payment Rider
- ☐ Planned Unit Development Rider
- ☐ Biweekly Payment Rider
- ☐ Balloon Rider
- ☐ Rate Improvement Rider
- ☐ Second Home 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.

Witnesses:

_____

_____

_____ (Seal)
MAUREEN GAIL CARLEY -Borrower

[Space Below This Line for Acknowledgment]

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

EDWIN R ADAMS - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires 7-28-96

The foregoing instrument was acknowledged before me by Maureen Gail Carley this 18th day of May, 1994, Witness my hand and official seal.

_____
Notary Public

514

Rlsd. Bk 18 pg 638 11/10/97

Key Bank of Wyoming
BIG PINEY
440 BUDD AVENUE PO BOX 428
BIG PINEY, WY 83113
307-276-3961 (Lender)

MORTGAGE

246531

RECORDED May 19, 1994 10:35AM
IN BOOK 58 Mtg. PAGE 514
FEES 14.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

BORROWER	MORTGAGOR
LYLE B PORTER TARA A PORTER	LYLE B PORTER TARA A PORTER
ADDRESS PO BOX 132 BIG PINEY, WY 83113	ADDRESS PO BOX 132 BIG PINEY, WY 83113
TELEPHONE NO. 307-276-3879	TELEPHONE NO. 307-276-3879
IDENTIFICATION NO.	IDENTIFICATION NO.

This document was prepared by the Lender indicated above.

In consideration of the loan or other credit accommodation hereinafter specified and any future advances or future Obligations which may hereinafter be advanced or incurred and the trust hereinafter mentioned and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby warrants and mortgages to Lender, its successors and assigns, with power of sale and right of entry and possession all of Mortgagor's present and future estate, right, title and interest in and to the real property described in Schedule A which is attached to this Mortgage and incorporated herein together with all present and future improvements and fixtures; privileges, hereditaments, and appurtenances; leases, licenses and other agreements; rents, issues and profits; water, well, ditch, reservoir and mineral rights and stocks pertaining to the real property (cumulatively "Property"); until payment in full of all Obligations secured hereby.

Moreover, in further consideration, Mortgagor does, for Mortgagor and Mortgagor's heirs, representatives and assigns, hereby expressly warrant, covenant, and agree with Lender its successors and assigns as follows:

1. OBLIGATIONS. This Mortgage shall secure the payment and performance of all present and future indebtedness, liabilities, obligations and covenants of Borrower or Mortgagor (cumulatively "Obligations") to Lender pursuant to:

(a) this Mortgage and the following promissory notes and other agreements:

INTEREST RATE	PRINCIPAL AMOUNT/ CREDIT LIMIT	FUNDING/ AGREEMENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER
FIXED	$43,564.53	05/09/94	05/25/04		

(b) all other present or future, written agreements with Lender which refer specifically to this Mortgage **(whether executed for the same or different purposes than the foregoing)**;

(c) any guaranty of obligations of other parties given Lender now or hereafter executed which refers to this Mortgage;

(d) future advances, whether made under an open-end credit agreement or otherwise, to the same extent as if made contemporaneously with the execution of this Mortgage, made or extended on behalf of Mortgagor or Borrower. Mortgagor agrees that if one of the Obligations is a line of credit, the lien of this Mortgage shall continue until payment in full of all debt due under the line notwithstanding the fact that from time to time (but before termination of the line) no balance may be outstanding;

(e) all repeated amendments, extensions, renewals, modifications, replacements or substitutions to any of the foregoing.

As used in this Paragraph 1, the terms Mortgagor and Borrower shall include and also mean any Mortgagor or Borrower if more than one.

2. REPRESENTATIONS, WARRANTIES AND COVENANTS. Mortgagor represents, warrants and covenants to Lender that:

(a) Mortgagor shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Mortgage and those described in Schedule B which is attached to this Mortgage and incorporated herein by reference, which Mortgagor agrees to pay and perform in a timely manner;

(b) Mortgagor is in compliance in all respects with all applicable federal, state and local laws and regulations, including, without limitation, those relating to "Hazardous Materials", as defined herein, and other environmental matters (the "Environmental Laws"), and neither the federal government nor the State of Wyoming or any other governmental or quasi governmental entity has filed a lien on the Property, nor are there any governmental, judicial or administrative actions with respect to environmental matters pending, or to the best of the Mortgagor's knowledge, threatened, which involve the Property. Neither Mortgagor nor, to the best of Mortgagor's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any Hazardous Materials as defined herein, in connection with the Property or transported any Hazardous Materials to or from the Property. Mortgagor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) friable or nonfriable asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; and (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute, rule regulation or ordinance now or hereafter in effect. Mortgagor shall not lease or permit the sublease of the Property to a tenant or subtenant whose operations may result in contamination of the Property with Hazardous Materials or toxic substances;

(c) All applicable laws and regulations (including, without limitation, the Americans with Disabilities Act, 42 U.S.C. 12101 et seq. (and all regulations promulgated thereunder) and all zoning and building laws and regulations) relating to the Property by virtue of any federal, state or municipal authority with jurisdiction over the Property presently are and shall be observed and complied with in all material respects, and all rights, licenses, permits, and certificates of occupancy (including but not limited to zoning variances, special exceptions for nonconforming uses, and final inspection approvals) whether temporary or permanent, which are materials to the use and occupancy of the Property, presently are and shall be obtained, preserved and where necessary, renewed;

(d) Mortgagor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Mortgagor at any time;

(e) No action or proceeding is or shall be pending or threatened which might materially affect the Property; and

(f) Mortgagor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage.

3. PRIOR MORTGAGES. Mortgagor represents and warrants that there are no prior mortgages or deeds of trust affecting any part of the Property except as set forth on Schedule B attached to this Mortgage which Mortgagor agrees to pay and perform in a timely manner. If there are any prior mortgages or deeds of trust [redacted] Mortgagor agrees to pay all amounts owed, and [redacted] all obligations required, under such mort[redacted] deeds of trust and the indebtedness secured thereby and further agrees that a default under any prior mortgage or deed of trust shall be a default under this Mortgage and shall

4. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN MORTGAGORS OR BORROWERS. In the event of a sale, conveyance, lease, contract for deed or transfer to any person of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Mortgagor (if Borrower or Mortgagor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity), Lender may, at its option declare the outstanding principal balance of the Obligations plus accrued interest thereon immediately due and payable, or, at Lender's sole option, Lender may consent to said conveyance in writing and may increase the interest rate of the Obligations to the interest rate which Lender would then commit to make a first mortgage loan of similar character with similar security, as determined by Lender in its sole discretion, or compensate Lender for such increased risk resulting from the breach of the foregoing covenants. At Lender's request, Mortgagor or Borrower, as the case may be, shall furnish a complete statement setting forth all of its stockholders or partners, as appropriate, and the extent of their respective stock ownership or partnership interests.

5. ASSIGNMENT OF RENTS. In consideration of the Obligations, which are secured by this Mortgage, Mortgagor absolutely assigns to Lender all Mortgagor's estate, right, title, interest claim and demand now owned or hereafter acquired in all existing and future leases of the Property (including extensions, renewals and subleases), all agreements for use and occupancy of the Property (all such leases and agreements whether written or oral, are hereafter referred to as the "Leases"), and all guaranties of lessees' performance under the Leases, together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues, profits and other income of any nature now or hereafter due (including any income of any nature coming due during any redemption period) under the Leases or from or arising out of the Property including minimum rents, additional rents, percentage rents, parking or common area maintenance contributions, tax and insurance contributions, deficiency rents, liquidated damages following default in any Lease, all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability caused by destruction or damage to the Property, all proceeds payable as a result of a lessee's exercise of an option to purchase the Property all proceeds derived from the termination or rejection of any Lease in a bankruptcy or other insolvency proceeding, and all proceeds from any rights and claims of any kind which Mortgagor may have against any lessee under the Leases or any occupants of the Property (all of the above are hereafter collectively referred to as the "Rents"). This assignment is subject to the right, power and authority given to the Lender to collect and apply the Rents. The lien created by this assignment is intended to be specific, perfected, and choate upon the recording of this Mortgage. As long as there is no default under the Obligations or this Mortgage, Lender grants Mortgagor a revocable license to collect all Rents from the Leases when due and to use such proceeds in Mortgagor's business operations. However, Lender may at any time require Mortgagor to deposit all Rents into an account maintained by Mortgagor or Lender at Lender's institution. Upon default in the payment of, or in the performance of, any of the Obligations, Lender may at its option take possession of the Property and have, hold, manage, lease and operate the Property on terms and for a period of time that Lender deems proper. Lender may proceed to collect and receive all Rents, from the property, and Lender shall have full power to periodically make alterations, renovations, repairs or replacements to the Property as Lender may deem proper. Lender may apply all Rents to the payment of the cost of such alterations, renovations, repairs and replacements and any expenses incident to taking and retaining possession of the Property and the management and operation of the Property. Lender may keep the Property properly insured and may discharge any taxes, charges, claims, assessments and other liens which may accrue. The expense and cost of these actions may be paid from the Rents received, and any unpaid amounts shall be added to the principal of the Obligations. These amounts, together with other costs, shall become part of the Obligations secured by this Mortgage.

6. LEASES AND OTHER AGREEMENTS. Mortgagor shall not take or fail to take any action which may cause or permit the termination or the withholding of any payment in connection with any Lease or other agreement ("Agreement") pertaining to the Property. In addition, Mortgagor, without Lender's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Mortgagor's rights, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Mortgagor receives at any time any written communication asserting a default by Mortgagor under an Agreement or purporting to terminate or cancel any Agreement, Mortgagor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender. All such Agreements and the amounts due to Mortgagor thereunder are hereby assigned to Lender as additional security for the Obligations.

7. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lender shall be entitled to notify or require Mortgagor to notify any third party (including, but not limited to, lessees, licensees, governmental authorities and insurance companies) to pay Lender any Indebtedness or obligation owing to Mortgagor with respect to the Property (cumulatively "Indebtedness") whether or not a default exists under this Mortgage. Mortgagor shall diligently collect the Indebtedness owing to Mortgagor from these third parties until the giving of such notification. In the event that Mortgagor possesses or receives possession of any instruments or other remittances with respect to the Indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any Indebtedness or the payment of any insurance or condemnation proceeds, Mortgagor shall hold such instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required, to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral upon, or otherwise settle any of the Indebtedness whether or not an event of default exists under this Agreement. Lender shall not be liable to Mortgagor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Notwithstanding the foregoing, nothing herein shall cause Lender to be deemed a mortgagee in possession.

8. USE AND MAINTENANCE OF PROPERTY. Mortgagor shall take all actions and make any repairs needed to maintain the Property in good condition. Mortgagor shall not commit or permit any waste to be committed with respect to the Property. Mortgagor shall use the Property solely in compliance with applicable law and insurance policies. Mortgagor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the beneficial interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Mortgagor's sole expense.

9. LOSS OR DAMAGE. Mortgagor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any cause whatsoever. In the event of any Loss or Damage, Mortgagor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.

10. INSURANCE. The Property will be kept insured for its full insurable value (replacement cost) against all hazards including loss or damage caused by flood, earthquake, tornado and fire, collision, theft or other casualty to the extent required by Lender. Mortgagor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least 30 days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a loss payee and provide that no act or omission of Mortgagor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. In the event Mortgagor fails to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and the insurance cost shall be an advance payable and bearing interest as described in Paragraph 21 and secured hereby. Mortgagor shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Mortgagor in making and settling claims under insurance policies, cancelling any policy or endorsing Mortgagor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constantly assigned, pledged and delivered to Lender for further securing the Obligations. In the event of loss, Mortgagor shall immediately give Lender written notice and Lender is authorized to make proof of loss. Each insurance company is directed to make payments directly to Lender instead of to Lender and Mortgagor. Lender shall have the right, at its sole option, to apply such monies toward the Obligations or toward the cost of rebuilding and restoring the Property. Any amounts may at Lender's option be applied in the inverse order of the due dates thereof.

11. ZONING AND PRIVATE COVENANTS. Mortgagor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Mortgagor's use of the Property becomes a nonconforming use under any zoning provision, Mortgagor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Mortgagor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.

12. CONDEMNATION. Mortgagor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Mortgagor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property.

13. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS. Mortgagor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Mortgagor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Mortgagor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name.

14. INDEMNIFICATION. Lender shall not assume or be responsible for the performance of any of Mortgagor's obligations with respect to the Property under any circumstances. Mortgagor shall immediately provide Lender with written notice of and indemnify and hold Lender and its shareholders, directors, officers, employees and agents harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses), causes of action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Mortgagor, upon the request of Lender, shall hire legal counsel to defend Lender from such Claims, and pay the attorneys' fees, legal expenses and other costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Mortgagor's cost. Mortgagor's obligation to indemnify Lender under this paragraph shall survive the termination, release or foreclosure of this Mortgage.

15. TAXES AND ASSESSMENTS. Mortgagor shall pay all taxes and assessments relating to Property when due and immediately provide Lender evidence of payment of same. Upon the request of Lender, Mortgagor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance premium, taxes and assessments pertaining to the Property. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so held to pay any taxes or against the Obligations. Any funds applied may, at Lender's option, be applied in reverse order of the due date thereof.

16. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Mortgagor shall allow Lender or its agents to examine and inspect the Property and examine, inspect and make copies of Mortgagor's books and records pertaining to the Property from time to time. Mortgagor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Mortgagor's books and records shall be genuine, true, accurate and complete in all respects. Mortgagor shall note the existence of Lender's beneficial interest in its books and records pertaining to the Property. Additionally, Mortgagor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Mortgagor's financial condition or the Property. The information shall be for such periods, shall reflect Mortgagor's records at such time, and shall be rendered with such frequency as Lender may designate. All information furnished by Mortgagor to Lender shall be true, accurate and complete in all respects, and signed by Mortgagor if Lender requests.

17. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Mortgagor shall deliver to Lender, or any intended transferee of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance on the Obligations; and (b) whether Mortgagor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature or such claims, defenses, set-offs or counterclaims. Mortgagor will be conclusively bound by any representation that Lender may make to the intended transferee with respect to these matters in the event that Mortgagor fails to provide the requested statement in a timely manner.

18. DEFAULT. Mortgagor shall be in default under this Mortgage in the event that Mortgagor, Borrower or any guarantor of any Obligation:

(a) fails to pay any Obligation to Lender when due;
(b) fails to perform any Obligation or breaches any warranty or covenant to Lender contained in this Mortgage or any other present or future agreement;
(c) destroys, loses or damages the Property in any material respect or the Property becomes subject to seizure, confiscation or condemnation;
(d) seeks to revoke, terminate or otherwise limit its liability under any guaranty to Lender or any individual guarantor dies;
(e) dies, becomes legally incompetent, is dissolved or terminated, becomes insolvent, makes an assignment for the benefit of creditors, fails to pay debts as they become due, files a petition under the federal bankruptcy laws, has an involuntary petition in bankruptcy filed in which Mortgagor, Borrower or any guarantor is named or has property taken under any writ or process of court;
(f) allows goods to be used on, transported or stored on the Property, the possession, transportation, or use of which, is illegal;
(g) allows any party other than Mortgagor or Borrower to assume or undertake any Obligation without the written consent of Lender; or
(h) causes Lender to deem itself insecure due to a significant decline in the value of the Property; or Lender, in good faith, believes that the prospect of payment or performance is impaired.

19. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):

(a) to declare the Obligations immediately due and payable in full;
(b) to collect the outstanding Obligations with or without resorting to judicial process;
(c) to require Mortgagor to deliver and make available to Lender any personal property or Chattels constituting the Property at a place reasonably convenient to Mortgagor and Lender;
(d) to enter upon and take possession of the Property without applying for or obtaining the appointment of a receiver and, at Lender's option, to appoint a receiver without bond, without first bringing suit on the Obligations and without otherwise meeting any statutory conditions regarding receivers, it being intended that Lender shall have this contractual right to appoint a receiver;
(e) to employ a managing agent of the Property and let the same, in the name of Lender or in the name of Mortgagor, and receive the rents, incomes, issues and profits of the Property and apply the same, after payment of all necessary charges and expenses, on account of the Obligations;
(f) to pay any sums in any form or manner deemed expedient by Lender to protect the security of this Mortgage or to cure any default other than payment of interest or principal on the Obligations;
(g) to foreclose this Mortgage either by suit at law or equity, as Lender may elect, or to foreclose this Mortgage by advertisement and sale of the property at public venue for cash, according to Wyoming statutes governing mortgage foreclosures;
(h) to set-off Mortgagor's Obligations against any amounts owed Mortgagor by Lender including, but not limited to, monies, instruments, and deposit accounts maintained with Lender or any currently existing or future affiliate of Lender; and
(i) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Mortgagor, Mortgagor waives the posting of any bond which might otherwise be required. Lender or Lender's designee may purchase the Property at any sale. The Property or any part thereof may be sold in one parcel, or in such parcels, manner or order as Lender in its sole discretion may elect, and one or more exercises of the power herein granted shall not extinguish or exhaust the power unless the entire Property are sold or the Obligations paid in full.

20. SECURITY INTEREST UNDER THE UNIFORM COMMERCIAL CODE. This Mortgage shall be considered a financing statement pursuant to the provisions of the Uniform Commercial Code covering fixtures, chattels, and articles of personal property now owned or hereafter attached to or to be used in connection with the Property together with any and all replacements thereof and additions thereto (the "Chattels"), and Mortgagor hereby grants Lender a security interest in such Chattels. The debtor is the Mortgagor described above. The secured party is the Lender described above. Upon demand, Mortgagor shall make, execute and deliver such security agreements (as such term is defined in the Uniform Commercial Code of Wyoming) as Lender at any time may deem necessary or proper or require to grant to Lender a perfected security interest in the Chattels, and upon Mortgagor's failure to do so, Lender is authorized to sign any such agreement as the agent of Mortgagor. Mortgagor hereby authorizes Lender to file financing statements (as such term is defined in said Uniform Commercial Code) with respect to the Chattels, at any time, without the signature of Mortgagor. Mortgagor will, however, at any time upon request of Lender, sign such financing statements. Mortgagor will pay all filing fees for the filing of such financing statements and for the refiling thereof at the times required, in the opinion of Lender, by said Uniform Commercial Code. If the lien of this Mortgage be subject to any security agreement covering the Chattels, then in the event of any default under this Mortgage, all the right, title and interest of Mortgagor in and to any and all of the Chattels is hereby assigned to Lender, together with the benefit of any deposits or payments now or hereafter made thereof by Mortgagor or the predecessors or successors in title of Mortgagor in the Property.

21. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Lender, at Lender's option, may expend funds (including attorneys' fees and legal expenses) to perform any act required to be taken by Mortgagor or to exercise any right or remedy of Lender under this Mortgage. Upon demand, Mortgagor shall immediately reimburse Lender for all such amounts expended by Lender together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the beneficial interest granted herein. If the Obligations are paid after the beginning of publication of notice of sale, as herein provided, or in the event Lender shall, at its sole option, permit Mortgagor to pay any part of the Obligations after the beginning of publication of notice of sale, as herein provided, then, Mortgagor shall pay on demand all expenses incurred by the Lender in connection with said publication, including reasonable attorneys' fees to the attorneys for the Lender, and this Mortgage shall be security for all such expenses and fees.

22. APPLICATION OF PAYMENTS. All payments made by or on behalf of Mortgagor may be applied against the amounts paid by Lender (including attorneys' fees and legal expenses) in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Lender chooses.

23. POWER OF ATTORNEY. Mortgagor hereby appoints Lender as its attorney-in-fact to endorse Mortgagor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Mortgagor under this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Mortgagor from any Obligation or cure any default under this Mortgage. The powers of attorney described in this Mortgage are coupled with an interest and are irrevocable.

24. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.

25. COLLECTION COSTS. To the extent permitted by law, Mortgagor agrees to pay Lender's reasonable fees and costs, including but not limited to fees and costs of attorneys and other agents (including without limitation paralegals, clerks and consultants), which are incurred by Lender in collecting any amount due or enforcing any right or remedy under this Mortgage or any other agreement between Mortgagor and Lender, all whether or not suit is brought and including but not limited to fees and costs incurred on appeal, in bankruptcy, and for post-judgment collection actions and whether or not such attorney is an employee of Lender.

26. PARTIAL RELEASE. Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Nothing herein shall be deemed to obligate Lender to release any of its interest in the Property, nor shall Lender be obligated to release any part of the Property if Mortgagor is in default under this Mortgage.

27. MODIFICATION AND WAIVER. The modification or waiver of any of Mortgagor's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by Lender. Lender may perform any of Borrower's or Mortgagor's Obligations, delay or fail to exercise any of its rights or accept payments from Mortgagor or anyone other than Mortgagor without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Mortgagor's Obligations under this Mortgage shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the Obligations belonging to any Mortgagor, Borrower or third party or any of its rights against any Mortgagor, Borrower or third party or any of the Property. Lender's failure to insist upon strict performance of any of the Obligations shall not be deemed a waiver and Lender shall have the right at any time thereafter to insist upon strict performance.

[redacted] [redacted] [redacted]

28. SUCCES[redacted]ND ASSIGNS. This Mortgage shall be bind[redacted] and inure to the benefit of Mortgagor and [redacted]nd their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees and devisees.

29. NOTICES. Except as otherwise required by law, any notice or other communication to be provided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties may designate in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given three (3) days after such notice is sent and any other such notice shall be deemed given when received by the person to whom such notice is being given.

30. SEVERABILITY. If any provision of this Mortgage violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable.

31. APPLICABLE LAW. This Mortgage shall be governed by the laws of the State of Wyoming. Unless applicable law provides otherwise, Mortgagor consents to the jurisdiction and venue of any court selected by Lender, in its sole discretion, located in Wyoming.

32. MISCELLANEOUS. Mortgagor and Lender agree that time is of the essence. Mortgagor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Mortgagor in this Mortgage shall include all persons signing below. If there is more than one Mortgagor, their Obligations shall be joint and several. This Mortgage represents the complete integrated understanding between Mortgagor and Lender pertaining to the terms and conditions hereof.

33. RELEASE AND WAIVER OF HOMESTEAD. 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 Mortgagor is lawfully seized of said Property, that it is free from all encumbrances, and hereby covenants to warrant and defend the title of said Property against the lawful claims of all persons whomsoever.

Any Mortgagor who signs this Mortgage but does not execute the Note or Agreement evidencing the Obligations (the "Note"): (a) is signing this document to grant and convey their interest in the Property under the terms of this document; (b) is not personally obligated to pay the Note; (c) agrees that Lender and any Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this document or the Note without that Mortgagor's consent; (d) hereby releases and forever quit-claims unto Lender, as Mortgagee, all his/her rights of homestead in and to the Property.

34. ADDITIONAL TERMS.

Mortgagor acknowledges that Mortgagor has read, understands, and agrees to the terms and conditions of this Mortgage.

IN WITNESS HEREOF, Mortgagor has executed this instrument either individually or has caused this instrument to be executed and delivered in its name by its duly authorized representative on the date of the acknowledgment.

Dated this 9TH day of MAY, 1994.

MORTGAGOR: LYLE B PORTER

LYLE B PORTER

MORTGAGOR: TARA A PORTER

Tara A Porter

TARA A PORTER

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

STATE OF WYOMING)
) ss:
COUNTY OF Sublette)

On this 13 day of May, 94, before me personally appeared Lyle B Porter + Sara A. Porter to me known to be the person(s) described in and who executed the executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed, including the release and waiver of the right of homestead.

Given under my hand and seal this 13 day of May, 94.

(SEAL)

KATHY J. QUINTARD - NOTARY PUBLIC
County of Sublette
St te of Wyoming
My Commission Expires Nov. 19, 1994

Kathy J. Quintard
Notary Public

My Commission Expires:
11-19-94

STATE OF WYOMING)
) ss:
COUNTY OF _____)

On this _____ day of _____, _____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he/she/they are the _____ _____, respectively, of said _____, executing the foregoing instrument, that said Instrument was signed on behalf of said _____, by authority of its _____, and the above signed person(s) acknowledged the execution of said instrument to be the free act and deed of said _____.

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

Notary Public

My Commission Expires: _____

RELEASE OF HOMESTEAD RIGHTS:

STATE OF WYOMING)
) ss:
COUNTY OF LARAMIE _____)

On this _____ day of _____, _____, before me personally appeared _____ to me known to be the spouse of _____, and who executed the foregoing instrument for purposes of waiving and relinquishing his/her homestead rights, acknowledged that he/she had been fully advised of his/her rights and the effect of signing, and acknowledged that he/she executed the foregoing instrument as his/her free act and deed.

Given under my hand and seal this _____ day of _____, _____.

(SEAL)

Notary Public

My Commission Expires:

_____

SCHEDULE A

LOTS 6, 7, 8, BLOCK 18 OF THE C.P. MACGLASHAN'S FIRST ADDITION TO THE TOWN OF BIG PINEY, SUBLETTE COUNTY, WYOMING

SCHEDULE B

[redacted] [redacted] [redacted]

AFTER RECORDING RETURN TO LENDER AT ITS ADDRESS DESCRIBED ABOVE.

After recording [redacted] CUNA Mortgage Corporation, P.O. B[redacted]2, Madison, WI 53701. [redacted]

6486107

ASSIGNMENT OF REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That Uni Wyo Federal Credit Union, organized and existing under and by virtue of the laws of United States, and having its office and principal place of business in the City of Laramie, and State of Wyoming, party of the first part, for value received, has granted, bargained, sold, assigned, transferred and set over and by these presents does grant, bargain, sell, assign, transfer and set over unto

CUNA Mortgage Corporation

party of the second part, its successors and assigns, a certain indenture of mortgage date the 9th day of May A.D. 19 94, made by Darrell Walker, , Verna Walker, * to it, securing the payment of one promissory note therein described for the sum of Eighty Thousand Dollars and no/100 Dollars, ($ 80,000.00) and all its right, title, and interest in and to the premises situated in the County of Sublette, State of Wyoming, and described in said mortgage as follows, to-wit:

see attached exhibit A

246532

RECORDED May 19, 19 94 10:40AM
IN BOOK 59 Mtg. PAGE 519
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

*Trustees and their successors in Trust, under the Verna Walker December 21, 1984 Family Trust and under the Darrell Walker December 21, 1984 Family Trust

which said mortgage is recorded in the office of the recorder of Sublette County, in the State of Wyoming, in Book No. 59 MTGS, Page 467, Document No. 246394 together with the said note therein described and the money due or to grow due thereon, with the interest;

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 in the said indenture of mortgage contained.

IN WITNESS WHEREOF the party of the first part has caused this instrument to be executed in its name by Karen Stapp, President (title), and attested by Joe M. Kurkowski, loan officer (title), this 16th day of May, A.D. 19 94.

NO SEAL

BY: Karen Stapp

ATTEST: [signature]

STATE OF Wyoming)
)
COUNTY OF Albany)

Before me the undersigned, a Notary Public in and for the County and State aforesaid, this 16th day of May, 19 94, personally appeared Karen Stapp, President (title), and Joe M. Kurkowski, Loan Officer (title), respectively, and acknowledge the execution of the foregoing instrument.

[signature]
Notary Public

My Commission expires: Aug. 1, 1997

This instrument prepared by:

Amy B. Mosier, Notary Public, County of Albany, State of Wyoming, My Commission Expires Aug. 1, 1997

519

EXHIBIT "A"

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

A tract of land located inn the N½NW¼ of Section 26, Township 34 North, Range 111 West, 6th P.M., Sublette County, Wyoming, more particularly described as follows:

Beginning at a point which is EAST, a distance of 60.0 feet from the Northwest corner of said Section 26; thence from said point of beginning EAST, a distance of 1190.87 feet to the West 1/16th corner; thence continuing EAST, a distance of 198.79 feet; thence SOUTH, a distqnce of 594.20 feet; thence WEST, a distance of 237.00 feet along the north boundary of Hjellum property; thence continuing WEST, a distance of 894.00 feet along the north boundary of the property belonging to Kaintz, Andrew and Carvolho; thence N.20°27'28.1"W., along Highway 189-191 right-of-way, a distance of 634.20 feet to the point of beginning.

246538

RECORDED May 19 19 [redacted] 2:25PM
IN BOOK 59 Mtg PAGE 521
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

ASSIGNMENT OF REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That WYOMING EMPLOYEES FEDERAL CREDIT UNION, Organized and existing under and by the virtue of the laws of the United States of America and having its office and principal place of business in the City of Cheyenne, and the State of Wyoming, part of the first part, for value received, has granted bargained, sold, assigned, transferred and set over any by these presents does grant, bargain, sell, assign, transfer and set over unto

CUNA MORTGAGE CORPORATION

party of the second part, its successors and assigns, a certain indenture of mortgage dated the 4TH DAY OF MARCH 1994, made by WILLIAM J. ULLERY AND ELAINE L. ULLERY, HUSBAND AND WIFE, to it, securing the payment of one promissory note therein described for the sum of NINTY THOUSAND AND NO/100's dollars (90,000.00) and all its right, title, and interest in and to the premises situated in the County of Sublette, State of Wyoming and described in said mortgage as follows, to-wit:

LOT 12 OF THE ROCKY ROADS SUBDIVISION, SUBLETTE COUNTY, WYOMING

which said mortgage is recorded in the office of the recorder of SUBLETTE County, State of Wyoming, in Book No. 59 MTG Page 200, together with the said note therein described and the money due or to grow due therein, with the interest;

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 in the said indenture of mortgage contained.

IN WITNESS THEREOF the party of the first part has caused this instrument to be executed in its name by K.A. WITHERS, Vice President and attested by Victoria L. Cammack, Loan Officer, this 15TH day of MARCH 1994.

WYOMING EMPLOYEES FEDERAL CREDIT UNION

BY: K.A. Withers, VP
K.A. WITHERS

ATTEST: Victoria L. Cammack
VICTORIA L. CAMMACK

STATE OF WYOMING COUNTY OF LARAMIE SS:

Before me the undersigned, a Notary Public in and for the County and State aforesaid, this 15TH day of MARCH 1994, personally appeared K.A. WITHERS, Vice President and VICTORIA L. CAMMACK, Loan Officer, respectively, and acknowledge the execution of the foregoing instrument.

My commission expires:

VICKIE C. ALBERT - NOTARY PUBLIC
County of Laramie
State of Wyoming
My Commission Expires Mar. 16, 1997

Vickie C. Albert

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

DATED this 11 day of May, 1994.

GEORGE HOLCOMBE

KAREN A. HOLCOMBE

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by GEORGE HOLCOMBE and KAREN A. HOLCOMBE, this 11th day of MAY, 1994.

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires:

My Commission Expires: 10-06-96

523

524 Misc Bk 25 Rel. pg. 272 9-14-05

Position 5

USDA-FmHA
Form FmHA 1927-1 WY
(Rev. 1-94)

REAL ESTATE MORTGAGE FOR WYOMING

THIS MORTGAGE is made and entered into by Joseph Thomas Kautza aka Joseph T. Kautza and Alison Laurie Kautza aka Alison L. Kautza, Husband and Wife residing in Sublette County, Wyoming, whose post office address is P.O. Box 73, Pinedale, Wyoming 82941-0073, 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 82602 and

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

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Due Date of Final Installment*
5-19-94	$68,000.00	6.50%	5-19-2027

(The interest rate for limited resource farm ownership or limited resource operating loan(s) secured by this instrument may be increased 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 or any amounts due under any Shared Appreciation Agreement/Recapture Agreement entered into pursuant to 7 U.S.C. 2001.

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 9, Block 1 of the Amended Redstone Second Addition to the Town of Pinedale, Sublette County, Wyoming.

246548

RECORDED May 20, 1994 10:30AM
IN BOOK 59 Mtg. PAGE 524
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

together with all rights (including the rights to mining products, gravel, oil, gas, coal or other minerals), interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues, income and insurance proceeds 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, loss by fire or other hazard, 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 neccessary 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) Except as otherwise provided by the Farmers Home Administration regulations, 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) adjust the interest rate, payment, terms or balance due on the loan, (b) increase the mortgage by an amount equal to deferred interest on the outstanding principal balance, (c) 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, (d) release any party who is liable under the note or for the debt from liability to the Government, (e) release portions of the property and subordinate its lien, and (f) 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 discharged in bankruptcy or declared 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) collect the rentals and other income and profits from the property and apply it against the secured indebtedness, whether or not a receiver shall have been appointed, but shall not be required or be liable for failure to collect rent or other income, and shall be held accountable for only such amounts as are actually received, (d) 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, (e) foreclose this instrument as provided herein or by law, (f) 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 (g) 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 of 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 may be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, (e) requiring possession of the property or appointment of a receiver before the Government is entitled to rents, or (f) 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, handicap, familial status, age 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, handicap, familial status, age or national origin.

[redacted] [redacted] [redacted]

(21) Borrower further agrees that the loan(s) secured by this instrument will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 CFR Part 1940, Subpart G, Exhibit M.

(22) 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.

(23) Borrower hereby assigns to the Government all borrower's rights under Wyoming Statutes 34-4-113 to surplus proceeds and/or surplus money remaining after sale of the property under statutory Power of Sale or any foreclosure sale or similar sale exercised by any foreclosing party or other party and hereby waives any claim against the officer or person making such sale for paying said surplus on demand of the Government.

(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 procure 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.

(26) 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.

(27) 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 82602, and in the case of Borrower at the address shown in the Farmers Home Administration Finance Office records (which normally will be same as the post office address shown above).

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 19th

day of May, 1994.

Joseph Thomas Kautza

Alison Laurie Kautza

ACKNOWLEDGEMENT

STATE OF WYOMING

COUNTY OF Sublette } ss:

The foregoing instrument was acknowledged before me by Joseph Thomas Kautza aka Joseph T. Kautza and Alison Laurie Kautza aka Alison L. Kautza, this 19th day of May, 19 94.

Witness my hand and official seal.

Susan J. Hanson
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
Dec. 12, 1994

Susan J. Hanson
Notary Public.

My commission expires 12/12/94

528 2/7/95 Extension Agree. BK Lel mtg. pg. 354

LARRY J. HENRY SHELDA L. HENRY PO BOX 17 BONDURANT, WY 82922 **MORTGAGOR** "I" includes each mortgagor above.	THE JACKSON STATE BANK P.O. BOX 1788 JACKSON, WY 83001 Rlsd. BK 17 pg 682 2/2/96 **MORTGAGEE** "You" means the mortgagee, its successors and assigns.

REAL ESTATE MORTGAGE: For value received, I, LARRY J. HENRY AND SHELDA L. HENRY, HUSBAND AND WIFE, mortgage, grant and convey to you, with power of sale, on APRIL 29, 1994, 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: 14630 US HWY 189 & 191 (Street), BONDURANT (City), Wyoming 82922 (Zip Code)

LEGAL DESCRIPTION:

THAT PORTION OF THE N1/2SE1/4NW1/4 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 113 WEST OF THE 6TH PRINCIPAL MERIDIAN, SUBLETTE COUNTY, WYOMING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT CORNER NO. 1, WHICH IS 1320 FEET SOUTH OF THE NORTH QUARTER CORNER OF SAID SECTION 19; THENCE SOUTH 239 FEET TO CORNER NO. 2, THENCE SOUTH 47°12' WEST, 269.5 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF HIGHWAY 191 (FORMERLY HIGHWAYS 187 AND 189) TO CORNER NO.3; THENCE NORTHWESTERLY FOLLOWING SAID RIGHT OF WAY LINE ON A RADIAL CURVE 789 FEET TO CORNER NO. 4; THENCE EAST 856.5 FEET TO CORNER NO. 1, THE PLACE OF BEGINNING.

246549

RECORDED May 20, 19 94 10:35 AM
IN BOOK 59 MTG. PAGE 528
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

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):
COMMERCIAL LOAN 24326

The above obligation is due and payable on JULY 28, 1994 if not paid earlier.

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of FIFTY THOUSAND AND NO/100* * * * * * * * Dollars ($ 50,000.00), 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 pages 1 and 2 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.

X _____
LARRY J. HENRY

X _____
SHELDA L. HENRY

ACKNOWLEDGMENT: STATE OF WYOMING, County of TETON } ss:

Individual or Corporation with Seal

The foregoing instrument was acknowledged before me by LARRY J. HENRY AND SHELDA L. HENRY this 25th day of May, 1994.

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
Salita S. Timmermeyer
County of Teton
State of Wyoming
My Commission Expires June 25, 1997

My commission expires: 6/25/97

(Notary Public)

[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 Interest. 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 recieve from a 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 it 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 the 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 page 1 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 tranferred 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. Pursuant to law, when I have paid the secured debt in full, all underlying agreements have been terminated, and I have mailed to you a written request for the release, you will release this mortgage without charge to me within 30 days of your receipt of my request for the release. 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.

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BANKERS SYSTEMS, INC., ST. CLOUD, MN 56301 (1-800-397-2341) FORM OCP-MTG-WY 7/3/91

page 530 is duplicated

530

Misd Bk 24 Pg 445 1/14/05

246596

MORTGAGE

RECORDED May 26 1994 9:00 AM
IN BOOK 59 Mtg PAGE 530
FEES 8.00 Mary Lou Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
BY: Carol A. Cheeney, deputy

KNOW ALL MEN BY THESE PRESENTS, that ELIZABETH N. CHEENEY and BRENT V. CHEENEY, Mortgagors herein, of Pinedale, Sublette County, Wyoming, to secure the payment of $105,000.00 principal, plus interest, to be paid by Mortgagor by paying to FRED E. SHRIVER and ERMA D. SHRIVER, the Mortgagees, one hundred twenty (120) monthly payments in the sum of $1,192.26 each, the first of said payments being due and payable June 1, 1994, and monthly thereafter for a total of one hundred twenty such payments, all as evidenced by a Promissory Note, do hereby mortgage the following described real estate situated in Sublette County, State of Wyoming and more thoroughly described herein as follows to-wit:

Lot Eight (8), Block Three (3) Cooley First Addition to the Town of Pinedale, Wyoming, as the same appears of record in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming;

TOGETHER WITH all improvements and appurtenances thereunto appertaining;

TOGETHER WITH the continued use of the common wall on the West of hereindescribed property;

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

The Mortgagor agrees to pay all taxes and assessments on said premises for the year 1994 and continuing thereafter, and agrees to carry insurance on the subject premises in the amount of its reasonable value but not less than Eighty Five Thousand Dollars ($85,000.00); and in case they do not the Mortgagees may pay said taxes and said insurance and all amounts shall be added to and considered as part of the above indebtedness hereby secured. In case of default of payment of any payment due and payable pursuant to the subject promissory note or in the event of Mortgagor's failure to pay the taxes or carry insurance on the said premises as herein required, then the whole indebtedness herein secured shall become due and payable, and the Mortgagees may proceed, pursuant to law, to foreclose on said property and in case of foreclosure the Mortgagors hereby agree to pay all costs of the same, including a

HEEB, J.F. PI
250746

530

Assignment of Mortgage (Corporation)

* *

KNOW ALL MEN BY THESE PRESENTS: That the WALLICK AND VOLK, INC., a corporation, organized and doing business under the laws of the State of WYOMING, and having its principal office at CHEYENNE in said State, in pursuance of a resolution of the directors of said company, passed on the 29th day of April, 1994, of the first part, in consideration of the sum of Seventy Six Thousand Six Hundred Eighty Seven Dollars and no/100 Dollars to its in hand paid by Chemical Bank c/o Chemical Mortgage Company whose address is 200 Old Wilson Bridge Road Worthington, OH 43085 of the second part, the receipt whereof is hereby acknowledged, ha s sold, and by these presents do sell, assign, and transfer unto the said part y of the second part a certain Indenture of Mortgage bearing date the 29th day of April, in the year One Thousand Nine Hundred Ninety Four made by John F. Heeb and Shirley I. Heeb, Husband and Wife in favor of Wallick and Volk, Inc. and conveying the

FOLLOWING LEGAL DESCRIPTION

Lot 4 and 6 of the Little Piney Subdivision, Sublette County, Wyoming.

Section No. _____, in Township No. _____, in Range No. _____, West of the 6th P.M., in Sublette County, in the State of Wyoming and which said Mortgage was recorded in the office of THE COUNTY CLERK in said County of Sublette on the 2ND day of MAY, in the year 1994, in Book 59 of Mortgages, at page 414 together with the notes and obligations therein described, without recourse on me in any event or for any cause:

TO HAVE AND TO HOLD the same unto the said part Y of the second part, its executors, administrators, successors or assigns, subject only to the provisos in the said Indenture of Mortgage contained.

IN WITNESS WHEREOF, the said company has caused these presents to be signed in its name, by its President, and sealed with its corporate seal, attested by its Secretary, this 29th day of April, 1994

246585

RECORDED 11 May 24, 1994 10:40 AM
IN BOOK 59 Mtg. PAGE 530
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

WALLICK AND VOLK, INC.

Attest:

By

JULIE ZEILER Assistant Secretary
Jennifer Hermann Assistant Secretary
Witness

ROBERT McBRIDE
VICE PRESIDENT

THE STATE OF WYOMING, } } ss. }

* *

State of WYOMING }
County of LARAMIE }

The foregoing instrument was acknowleged before me by ROBERT McBRIDE VICE PRESIDENT WALLICK AND VOLK, INC. this Twenty Ninth day of April, 1994

Witness my hand and official seal.

SUSAN STIEF NOTARY PUBLIC COUNTY OF LARAMIE STATE OF WYOMING MY COMMISSION EXPIRES APR. 18, 1998

Signature

NOTARY PUBLIC
Title of Officer

Assignment of Mortgage
Rev. (11/86)

reasonable attorney's fee.

Dated this 15th day of February, 1994.

Elizabeth N. Cheeney
ELIZABETH N. CHEENEY

Brent V. Cheeney
BRENT V. CHEENEY

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

This Mortgage was acknowledged before me by ELIZABETH N. CHEENEY and BRENT V. CHEENEY this 15th day of February, 1994.

Notary Public

My Commission Expires: 2/7/98

2158736 [redacted] [redacted] [redacted]

WHEN RECORDED MAIL TO:
KEYCORP MORTGAGE INC.
18TH STREET & CAREY AVENUE
P.O. BOX 567
CHEYENNE, WYOMING 82003

RECORDED May 27 19 94 1:40 PM
IN BOOK 59 Mortgages PAGE 532
FEES $ 24.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

246617

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MAY TWENTY-THIRD , 19 94 . The mortgagor is GERALD D. JANICKI AND DIANE M. JANICKI, HUSBAND AND WIFE ("Borrower"). This Security Instrument is given to KEYCORP MORTGAGE INC. , which is organized and existing under the laws of THE STATE OF MARYLAND , and whose address is 205 PARK CLUB LANE BUFFALO, NEW YORK 14231-9000 ("Lender"). Borrower owes Lender the principal sum of NINETY THOUSAND NINE HUNDRED AND NO/100 Dollars (U.S. $ 90,900.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JUNE 1ST , 2024 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 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 SCHEDULE "A"

which has the address of 6 PAR 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, appurtenances, and 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.

532 Released BK 17 Rel. pg. 480 7/11/95

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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under 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 Lender's opinion operate to prevent the enforcement of the lien; 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 or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgement could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture 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 attorney's 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower

shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. 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.

12. 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.

13. 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.

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 judgement enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 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 21, 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.

22. 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.

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

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

[X] Adjustable Rate Rider	[ ] Condominium Rider	[ ] 1—4 Family Rider
[ ] Graduated Payment Rider	[ ] Planned Unit Development Rider	[ ] Biweekly Payment Rider
[ ] Balloon Rider	[ ] Rate Improvement Rider	[X] Second Home Rider

[XX] Other(s) [specify] EXHIBIT "A" LEGAL DESCRIPTION

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.

Witnesses:

..... Gerald D Janicki (Seal)
GERALD D JANICKI -Borrower

..... Diane M Janicki (Seal)
DIANE M JANICKI -Borrower

..... (Seal)
-Borrower

..... (Seal)
-Borrower

[Space Below This Line For Acknowledgment]

STATE OF WYOMING, **County ss:** SUBLETTE

On this 23 day of MAY 1994, before me, the subscriber, personally appeared GERALD D. JANICKI AND DIANE M. JANICKI, HUSBAND AND WIFE

to me personally known and known to me to be the same person described in and who executed the within instrument, and ARE acknowledged to me that THEY executed the same.

LISA M. MARCHETTI - Notary Public
County of Sweetwater State of Wyoming
My Commission Expires 7-1-97

My Commission Expires:

Lisa M. Marchetti
Notary Public

EXHIBIT "A" LEGAL DESCRIPTION

A tract of land located in the SW¼NW¼ of Section 4, Township 33 North, Range 109 West of the 6th P.M., Sublette County, Wyoming described as follows:

Beginning at a point on the East line of said SW¼NW¼, said point being located N.00°36'43"E., a distance of 121.04 feet from the Southeast corner of said SW¼NW¼; thence, from said point of beginning S.89°44'34"W., a distance of 360.00 feet to a point on the East line of the Golf Course Subdivision; thence, N.00°36'42"E., along the East boundary of the Golf Course Subdivision, a distance of 121.04 feet; thence, N.89°44'34"E., a distance of 360.00 feet to a point on the East line of the SW¼NW¼; thence, S.00°36'43"W., along the East line of the SW¼NW¼, a distance of 121.04 feet to the point of beginning.

GOJ
RMG

SECOND HOME RIDER

THIS SECOND HOME RIDER is made on this 23RD day of MAY , 19 94, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to

KEYCORP MORTGAGE INC.

(the "Lender") of the same date and covering the property described in the Security Instrument (the "Property"), which is located at:

6 PAR AVENUE PINEDALE, WY 82941

(Property Address)

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Uniform Covenant 6 of the Security Instrument is deleted and is replaced by the following:

6. Occupancy and Use; Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.
Borrower shall occupy, and shall only use, the Property as Borrower's second home. Borrower shall keep the Property available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy and use of the Property as a second home. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Second Home Rider.

Gerald D Janicki (Seal)
GERALD D JANICKI Borrower

Diane M. Janicki (Seal)
DIANE M JANICKI Borrower

(Seal)
Borrower

(Seal)
Borrower

ADJUSTABLE RATE RIDER

(1 Year Treasury Index—Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 23rd day of May, 19 94, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to KEYCORP MORTGAGE INC. (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

6 PAR AVENUE, PINEDALE, WY 82941

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 4.875 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of June, 1995, and on that day every 12th month thereafter Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND 875/1000 percentage points (2.875 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 6.875 % or less than 2.875 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 10.875 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

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

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Gerald D Janicki ..... (Seal)
GERALD D. JANICKI -Borrower

Diane M. Janicki ..... (Seal)
DIANE M. JANICKI -Borrower

WISWELL, T. L. [redacted]
256933

[redacted] [redacted]

AFTER RECORDING MAIL TO:

246619

RECORDED May 27 19 94 1:55 PM
IN BOOK 59 Mortgages PAGE 542
FEES $ 16.00 Mary L. Wallick COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

LOAN NO. 256933

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 23, 1994 The mortgagor is

Terry Leon Wiswell and Wanda J. Wiswell, Husband and Wife

("Borrower").

This Security Instrument is given to Wallick and Volk, Inc.

which is organized and existing under the laws of The State of Wyoming , and whose address is 222 E. 18th Street, Cheyenne, WY 82001 ("Lender"). Borrower owes Lender the principal sum of Forty Four Thousand Four Hundred Fifty Dollars and no/100 Dollars (U.S. $ 44,450.00). 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 June 1, 2009 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in Sublette County, Wyoming:

Lot 3, Block 18 of the C.P. MacGlashan's First Addition to the Town of Big Piney, Sublette County, Wyoming.

which has the address of 321 Smith 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, appurtenances, and 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.

Assigned BK 59, Pg 611

542

Rlsd BK 18 Pg 93

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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. $ 2601 et seq. ("RESPA"), unless another law that applies to the funds sets a lessor amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or if any Federal Home Loan Bank Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provdes otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under 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 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 (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 or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7

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 21 the Property is acquired by Lender, Borrower's rights 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default in any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgement could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's Interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the convenants 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 forfeiture 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 attorney's 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the periods that Lender requires) provided by

an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. Borrower Not Released; Forebearance 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.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the sucessors 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 accomodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. 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.

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 or 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 as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, not allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20,, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 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 21, 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

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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.

22. 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.

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

24. 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
- ☐ 1-4 Family Rider
- ☐ Graduated Payment Rider
- ☐ Planned Unit Development Rider
- ☐ Biweekly Payment Rider
- ☐ Balloon Rider
- ☐ Rate Improvement Rider
- ☐ Second Home 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.

Witnesses:

Terry Leon Wiswell (Seal) Borrower

Terry Leon Wiswell

Social Security Number 477-70-9939

Wanda J Wiswell (Seal) Borrower

Wanda J. Wiswell

Social Security Number 520-68-5578

(Seal) Borrower

Social Security Number

(Seal) Borrower

Social Security Number

[Space Below This Line For Acknowledgment]

STATE OF WYOMING **SUBLETTE** **County ss:**

The foregoing instrument was acknowledged before me this 23rd day of May, 1994 (date)

by Terry Leon Wiswell and Wanda J. Wiswell (person acknowledging)

My Commission expires: 8-15-97

Notary Public

SYLVIA ELY
County of
Sublette
My Commission Expires
8-15-97
Notary Public
State of
Wyoming

246620
246620

RECORDED May 27 1994 1:55 PM
IN BOOK 59 Mortgages PAGE 548
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK

USDA-FmHA
Form FmHA 460-2
(Rev. 9/88)

Position 1 - Chattel Security
Position 5 - Real Estate Security

SUBORDINATION BY THE GOVERNMENT

The United States of America acting through the Administrator of the Farmers Home Administration (called the "Government") is the owner and holder of the following-described instrument(s) executed by Wanda J. Butler, a single ~~XXXX~~ woman of Sublette County, State of Wyoming:

Title of Instrument	*Date of Instrument*	*Date Filed*	*Office Filed*	*Document File or Book No.*	*Page No.*
Real Estate Mortgage	4-30-90	4-30-90	Sublette County Clerk	228695 52 Mtg	349

AND Wallick & Volk, Inc. (called the "Lender") has agreed to loan $ 44,450.00 to Wanda J. Butler (Wiswell) ~~XXXX~~ (called the "Borrower") for the following purposes:

Refinance principal and interest of Farmers Home Administration Rural Housing loan.

THEREFORE, in consideration the Lender's agreement to make such loan to Borrower, the Government (1) consents to the Borrower obtaining the loan from the Lender for such purposes, and (2) agree to and does subordinate in favor of the Lender and its successors and assigns its liens or security interests created or evidenced by the above-described instrument(s) insofar as they cover the following-described property and provided the Lender perfects a lien on that property:

Lot 3, Block 18, C P MacGlashan's First Addition to the Town of Big Piney, Sublette County, Wyoming

This subordination is limited to the amount actually loaned by the Lender to the Borrower (principal and accrued interest) for the forgoing purposes 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 $ 44,450.00 .* Any amount which is in excess of this figure will not be covered by this subordination unless prior written consent was obtained from the Government for incurring the expenditure in question. ~~XXXX

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STATE OF Wyoming
COUNTY OF Sublette
} ss:

ACKNOWLEDGMENT

On this 9th day of May, 1994, before me, the subscriber, a Notary Public, in and for the above county and State, appeared Heidi Stonehocker, known to me to be County Supervisor, Farmers Home Administration, United States Department of Agriculture, and the person who executed the foregoing instrument, and he/she acknowledged to me that he/she executed the same as the free act and deed of the United States of America, for the uses and purposes mentioned in it.

IN WITNESS WHEREOF, I have set my hand and seal at Pinedale, Wyoming the day and year listed above.

(SEAL)

Peggy A. Standage
(Signature)

Notary Public
(Title)

My commission expires Sept. 21, 1995
(To be filled in if certifying officer is a notary public)

FmHA 460-2
(REVERSE)

[redacted] [redacted] [redacted]

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

VIRGINIA KATHLEEN BUSTON, f/k/a VIRGINIA KATHLEEN PFISTERER and **JAMES C. BUSTON,** her husband, mortgagors, of P.O. Box 248, Pinedale, WY 82941, to secure the payment of Eighty Thousand Ten and NO/100 ($80,010.00) Dollars, payable in one payment of $88,011.00, which includes interest at the rate of 10% per annum from 5/23/94, said payment is due on or before 5/23/95, as evidenced by one Promissory Note of even date herewith, do hereby mortgage to the **FIRST NATIONAL BANK OF PINEDALE,** mortgagee, whose address is P.O. Box 519, Pinedale, WY 82941, the following described real estate, situate in the County of Sublette, in the State of Wyoming, to-wit:

> Lots Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Block Two (2), Original Townsite 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 for Sublette County, Wyoming;
> TOGETHER WITH all improvements and appurtenances thereunto appertaining;
> SUBJECT TO reservations and restrictions contained in the United States patents or of record, to easements and rights-of-way of record or in use and to prior mineral reservations of record.

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

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

246628

RECORDED May 31, 1994 11:20A M
IN BOOK 59 MISC PAGE 550
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

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

DATED this 23 day of May, 1994.

Virginia Kathleen Buston
VIRGINIA KATHLEEN BUSTON
f/k/a Virginia Kathleen Pfisterer

James C. Buston
JAMES C. BUSTON

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by VIRGINIA KATHLEEN BUSTON, f/k/a Virginia Kathleen Pfisterer and JAMES C. BUSTON, this 24TH day of MAY, 1994.

Witness my hand and official seal.

MARYLISA BAKLEY
NOTARY PUBLIC
SUBLETTE COUNTY
WYOMING

My Commission Expires:

My Commission Expires: 10-06-96

Marylisa Bakley
NOTARY PUBLIC

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

MELVIN M. DAVID and **TONI A. DAVID,** husband and wife, mortgagors, of P.O. Box 5, Daniel, WY 83115, to secure the payment of Forty Thousand Ten and NO/100 ($40,010.00) Dollars, payable in one payment of $43,301.78, which includes interest at the rate of 11% per annum from April 5, 1994, said payment is due on or before January 3, 1995, as evidenced by one Promissory Note of even date herewith, do hereby mortgage to the **FIRST NATIONAL BANK OF PINEDALE,** mortgagee, whose address is P.O. Box 519, Pinedale, WY 82941, the following described real estate, situate in the County of Sublette, in the State of Wyoming, to-wit:

TOWNSHIP 30 NORTH, RANGE 111 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING;
Section 12: NW¼NE¼, E½NW¼, NE¼SW¼, S½SW¼;
TOGETHER WITH all improvements and appurtenances thereunto appertaining;
SUBJECT TO all existing Mortgages of record
SUBJECT TO that certain Agreement For Warranty Deed between Mortgagors as Sellers and CLINT GEORGE GILCHRIST, as Buyer and recorded at Book 62 of Miscellaneous, Page 369, in the office of the County Clerk, Sublette County, Wyoming;
SUBJECT TO reservations and restrictions contained in the United States patents or of record, to easements and rights-of-way of record or in use and to prior mineral reservations of record.

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

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

246629

RECORDED May 31, 1994 11:40AM
IN BOOK 59 MIsc. 1 PAGE 552
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

552 Rlsd BK 17 Pg 301

hereunder, together with all cost of sale and foreclosure, including reasonable dollars, as attorney's fees.

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

DATED this 5 day of April, 1994.

Melvin M. David
MELVIN M. DAVID

Toni A. David
TONI A. DAVID

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by MELVIN M. DAVID and TONI A. DAVID, this 24TH day of MAY, 1994..

Witness my hand and official seal.

TONI A. BOHNET
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
Feb. 2, 1997

Toni A. Bohnet
NOTARY PUBLIC

My Commission Expires: 2-2-97

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

ARTHUR T. SRUOGINIS and **JAYNE L. SRUOGINIS, Trustees under Declaration of Trust dated June 9, 1981,** mortgagors, of P.O. Box 1459, Pinedale, WY 82941, to secure the payment of Fifty-Two Thousand Ten and NO/100 ($52,010.00) Dollars, payable in one payment of $57,211.00, which includes interest at the rate of 10% per annum from 5/25/94, said payment is due on or before 5/25/95, as evidenced by one Promissory Note of even date herewith, do hereby mortgage to the **FIRST NATIONAL BANK OF PINEDALE**, mortgagee, whose address is P.O. Box 519, Pinedale, WY 82941, the following described real estate, situate in the County of Sublette, in the State of Wyoming, to-wit:

> Lot Eleven (11), Unit I and Lot Thirteen (13), Unit II of the Orcutt Hill Subdivision, 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 for Sublette County, Wyoming;
> TOGETHER WITH all improvements and appurtenances thereunto appertaining;
> SUBJECT TO reservations and restrictions contained in the United States patents or of record, to easements and rights-of-way of record or in use and to prior mineral reservations of record.

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

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

246630

RECORDED May 31, 1994 11:00 AM
IN BOOK 59 Misc. PAGE 554
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

554 Rlsd. BE 17 pg. 502 8/4/95

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

DATED this 25 day of May, 1994.

Arthur T. Sruoginis, Trustee

ARTHUR T. SRUOGINIS, Trustee
under Declaration of Trust dated
June 9, 1981

Jayne L. Sruoginis, Trustee

JAYNE L. SRUOGINIS, Trustee
under Declaration of Trust dated
June 9, 1981

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by ARTHUR T. SRUOGINIS and JAYNE L. SRUOGINIS, Trustees under Declaration of Trust dated June 9, 1981, this 26th day of May, 1994.

Witness my hand and official seal.

Marilisa Bartley
NOTARY PUBLIC

My Commission Expires:

My Commission Expires: 10-06-96

[redacted] [redacted] [redacted]

ASSIGNMENT OF CONTRACT PAYMENTS

Whereas, on 1/2/92 Melvin M. David and Toni A. David, husband and wife, as Sellers, and Clint George Gilchrist, as Buyer, did enter in to an Agreement for Warranty Deed whereby Sellers agreed to sell to Buyer and Buyer agreed to purchase from Sellers the real property described in Exhibit "A" hereto; and,

Whereas, said Agreement For Warranty Deed was recorded at Book 62 of Miscellaneous, Page 369, in the office of the County Clerk, Sublette County, Wyoming; and,

Whereas, Melvin M. David and Toni A. David, husband and wife, have now mortgaged the same real property to First National Bank of Pinedale, Pinedale, Wyoming, to secure a loan in the amount of $40,010.00 at said bank; and,

Whereas, said Mortgage was given subject to the existing Agreement For Warranty Deed held by Clint George Gilchrist; and,

Whereas, as additional security for the loan secured by said mortgage, Melvin M. David and Toni A. David, husband and wife, have agreed to assign to First National Bank of Pinedale the right to receive the payments due under said Agreement For Warranty Deed:

NOW THEREFORE, IN CONSIDERATION OF THE FIRST NATIONAL BANK OF PINEDALE HAVING EXTENDED A LOAN RENEWAL TO MELVIN M. DAVID AND TONI A. DAVID, MELVIN M. DAVID AND TONI A. DAVID DO HEREBY CONTRACT AND AGREE AS FOLLOWS:

1. The payments due to Melvin M. David and Toni A. David, husband and wife, as Sellers, under the Agreement For Warranty Deed referred to above, are hereby assigned and conveyed to the First National Bank of Pinedale. Clint George Gilchrist is hereby directed to make all payments due to Melvin M. David and Toni A. David thereunder directly to the First National Bank of Pinedale at Box 519, Pinedale, WY 82941 until such time as he shall receive written notice from First National Bank of Pinedale that the loan secured by the Mortgage mentioned above has been satisfied.

2. This assignment is made only for the purpose of securing the loan in the amount of $40,010.00 which is secured by the Mortgage referred to above. All payments received by virtue of this assignment shall be applied to said loan according to the terms thereof. Upon the satisfaction of said loan, the First National Bank of Pinedale shall reassign the payments assigned to it hereunder to Melvin M. David

246631

RECORDED May 31, 1994 11:00 AM
IN BOOK 59 Misc PAGE 556
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sutton

and Toni A. David.

DATED this 5 day of April, 1994.

MELVIN M. DAVID

TONI A. DAVID

DATED this 24 day of May, 1994.

ATTEST:

SEAL

Cashier

FIRST NATIONAL BANK OF PINEDALE:

BY:

HUGH CATON, President

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Assignment Of Contract Payments,** was acknowledged before me by MELVIN M. DAVID and TONI A. DAVID, this 24TH day of MAY, 1994.

Witness my hand and official seal.

TONI A. BOHNET
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
Feb. 2, 1997

NOTARY PUBLIC

My Commission Expires: 2-2-97

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Assignment Of Contract Payments,** was acknowledged before me by FIRST NATIONAL BANK OF PINEDALE, by HUGH CATON, its President and attested to and sealed by its Cashier, this 24TH day of MAY, 1994.

Witness my hand and official seal.

TONI A. BOHNET
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
Feb. 2, 1997

NOTARY PUBLIC

My Commission Expires: 2-2-97

EXHIBIT "A"

TOWNSHIP 30 NORTH, RANGE 111 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING;

Section 12: NW¼NE¼, E½NW¼, NE¼SW¼, S½SW¼;

TOGETHER WITH all improvements and appurtenances thereunto appertaining;

THIS MORTGAGE IS BEING RERECORDED FOR THE PURPOSE OF DARRELL WALKER SIGNING AS "TRUSTEE" ON THE ORIGINAL MORTGAGE DATED MAY 9, 1994, RECORDED MAY 13, 1994, IN BOOK 59, PAGE 467, DOCUMENT 246394.

559

Assigned BK 59 Mtg. pg. 546
Rlsd. Bk 19 Rel. pg 558 3/10/99

246394

RECORDED May 13, 1994 11:00AM
IN BOOK 59 Mtg. PAGE 467
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 9, 19 94. The mortgagor is Darrell Walker, , Verna Walker,* ("Borrower"). This Security Instrument is given to Uni Wyo Federal Credit Union its successors and/or assigns, which is organized and existing under the laws of United States, and whose address is 564 North 15th, Laramie, WY 82070 ("Lender"). Borrower owes Lender the principal sum of Eighty Thousand Dollars and no/100 Dollars (U.S. $ 80,000.00). 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 06/01/24. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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

246633

RECORDED May 31, 1994 11:35 M
IN BOOK 59 Mtg. PAGE 559
FEES 18.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

* Trustees and their successors in Trust, under the Verna Walker December 21, 1984 Family Trust and under the Darrell Walker December 21, 1984 Family Trust.

ACKNOWLEDGEMENT

Darrell Walker and Verna Walker, Settlors of the Verna Walker December 21, 1984 Family Trust and Darrell Walker December 21, 1984 Family Trust, agrees that the term "Borrower" when used in this Security Instrument shall include the Settlors and the Settlors acknowledge and agree to be bound by all of the terms and covenants contained in this Security Instrument or any Riders to this Security Instrument.

Darrell Walker
SETTLOR / Darrell Walker

Verna Walker
SETTLOR / Verna Walker

which has the address of 4 Walker Drive [Street], Daniel [City],
Wyoming 83115 [Zip Code] ("Property Address");

TOGETHER WITH all the Improvements now or hereafter erected on the property, and all easements, appurtenances, and 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 convenants 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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in the amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at the Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under 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 (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 or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonable withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the convenants 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 forfeiture 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. 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.

12. 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.

[redacted] [redacted] [redacted]

13. Lo[redacted]ges. If the loan secured by this Secu[redacted]rument is subject t[redacted] law which sets [redacted]m loan charges, a[redacted] 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.

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 the sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgement enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrow[redacted]r has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any remov[redacted]l or other remediation of any Hazard Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 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 21, 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 paragragh 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.

22. 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.

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

24. 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
- ☐ 1-4 Family Rider
- ☐ Graduated Payment Rider
- ☐ Planned Unit Development Rider
- ☐ Biweekly Payment Rider
- ☐ Balloon Rider
- ☐ Rate Improvement Rider
- ☐ Second Home 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.

Witnesses:

_____

_____

Darrell Walker (Seal) -Borrower
Darrell Walker
Trustees and their successors in Trust, under the Verna Walker December 21, 1984 Family Trust and under the Darrell Walker December 21, 1984 Family Trust, as Settlor
529-28-2936 social security number

Verna Walker, Trustee (Seal) -Borrower
Verna Walker
Trustees and their successors in Trust, under the Verna Walker December 21, 1984 Family Trust and under the Darrell Walker December 21, 1984 Family Trust, as Settlor
520-36-6125 social security number

[Space Below This Line For Acknowledgment]

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Darrell Walker and Verna Walker, Trustees, this 9th day of May, 1994.
Witness my hand and official seal.

EDWIN R ADAMS - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires 7-28-96

Edwin R. Adams
Notary Public

After recording return to CUNA Mortgage Corporation at address below.
Prepared By: Shannon Haas
[redacted] CUNA Mortgage Corpora[redacted] P.O. Box 1332, Madiso[redacted] 53701

[redacted] [redacted] [redacted]

STATE OF WYOMING

SS

COUNTY OF SUBLETTE

The foregoing instrument was acknowledged before me by DARRELL WALKER, TRUSTEE AND VERNA WALKER, TRUSTEE this 31ST day of MAY, 1994.

Witness my hand and official seal.

Edwin R. Adams
Notary Public

My Commission expires JULY 28, 1996

EDWIN R. ADAMS NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires 7-28-96

EXHIBIT "A"

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

A tract of land located inn the N½NW¼ of Section 26, Township 34 North, Range 111 West, 6th P.M., Sublette County, Wyoming, more particularly described as follows:

Beginning at a point which is EAST, a distance of 60.0 feet from the Northwest corner of said Section 26; thence from said point of beginning EAST, a distance of 1190.87 feet to the West 1/16th corner; thence continuing EAST, a distance of 198.79 feet; thence SOUTH, a distqnce of 594.20 feet; thence WEST, a distance of 237.00 feet along the north boundary of Hjellum property; thence continuing WEST, a distance of 894.00 feet along the north boundary of he property belonging to Kaintz, Andrew and Carvolho; thence N.20°27'28.1"W., along Highway 189-191 right-of-way, a distance of 634.20 feet to the point of beginning.

6486107 [redacted] [redacted] [redacted]

ASSIGNMENT OF REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That Unt Wyo Federal Credit Union, organized and existing under and by virtue of the laws of United States, and having its office and principal place of business in the City of Laramie, and State of Wyoming, party of the first part, for value received, has granted, bargained, sold, assigned, transferred and set over and by these presents does grant, bargain, sell, assign, transfer and set over unto

CUNA Mortgage Corporation

party of the second part, its successors and assigns, a certain indenture of mortgage date the 9th day of May A.D. 19 94, made by Darrell Walker, , Verna Walker, * to it, securing the payment of one promissory note therein described for the sum of Eighty Thousand Dollars and no/100 Dollars, ($ 80,000.00) and all its right, title, and interest in and to the premises situated in the County of Sublette, State of Wyoming, and described in said mortgage as follows, to-wit:

see attached exhibit A

246532

*Trustees and their successors in Trust, under the Verna Walker December 21, 1984 Family Trust and under the Darrell Walker December 21, 1984 Family Trust

RECORDED May 19, 19 94 10:40AM
IN BOOK 59 Mtg PAGE 519
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

which said mortgage is recorded in the office of the recorder of Sublette County, in the State of Wyoming, In Book No. 59 MTGS, Page 467, Document No. 246394 together with the said note therein described and the money due or to grow due thereon, with the interest;

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 in the said indenture of mortgage contained.

IN WITNESS WHEREOF the party of the first part has caused this instrument to be executed in its name by Karen Stapp, President (title), and attested by Joe M. Kurkowski, loan officer (title), this 16th day of May, A.D. 19 94.

NO SEAL

BY: Karen Stapp

ATTEST:

STATE OF Wyoming)
)
COUNTY OF Albany)

Before me the undersigned, a Notary Public in and for the County and State aforesaid, this 16th day of May, 19 94, personally appeared Karen Stapp, President (title), and Joe M. Kurkowski, Loan Officer (title), respectively, and acknowledge the execution of the foregoing instrument.

246634

RECORDED May 31 19 94 11:35AM
IN BOOK 59 Mtg PAGE 546
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

Amy R. Mosier
Notary Public

My Commission expires: Aug. 4, 1997

This instrument prepared by:

Amy R. Mosier, Notary Public, County of Albany, State of Wyoming, My Commission Expires Aug. 4, 1997

546

THIS ASSIGNMENT IS BEING RERECORDED TO ALSO ASSIGNS TO CUNA MORTGAGE CORPORATION A MORTGAGE FROM THE CORRECTED MORTGAGE. UNI WYO FEDERAL CREDIT UNION, DOCUMENT 246633 IN THE RECORDING INFORMATION FROM THE REGISTERS OFFICE OF SUBLETTE COUNTY, WYOMING. THIS ASSIGNMENT IS BEING RERECORDED FOR THE PURPOSE OF SHOWING THE CORRECTED MORTGAGE. May 31, 1994, IN BOOK 59 PAGE 559 DOCUMENT

EXHIBIT "A"

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

A tract of land located inn the N½NW¼ of Section 26, Township 34 North, Range 111 West, 6th P.M., Sublette County, Wyoming, more particularly described as follows:

Beginning at a point which is EAST, a distance of 60.0 feet from the Northwest corner of said Section 26; thence from said point of beginning EAST, a distance of 1190.87 feet to the West 1/16th corner; thence continuing EAST, a distance of 198.79 feet; thence SOUTH, a distqnce of 594.20 feet; thence WEST, a distance of 237.00 feet along the north boundary of Hjellum property; thence continuing WEST, a distance of 894.00 feet along the north boundary of the property belonging to Kaintz, Andrew and Carvolho; thence N.20°27'28.1"W., along Highway 189-191 right-of-way, a distance of 634.20 feet to the point of beginning.

246654

RECORDED June 1, 1994 8:15AM
IN BOOK 59 mtg. PAGE 568
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
By Cathy Sexton

FHA MORTGAGE

FHA Case No.
591-0742681-703

State of Wyoming

THIS MORTGAGE ("Security Instrument") is given on May 31, 1994
The Mortgagor is
Gerald M. Hart and Glenda D. Hart, Husband and Wife

whose address is 1311 Piney Drive, Big Piney, WY 83113
("Borrower"). This Security Instrument is given to
Wallick and Volk, Inc.

which is organized and existing under the laws of The State of Wyoming , and whose address is 222 E. 18th Street, Cheyenne, WY 82001
("Lender"). Borrower owes Lender the principal sum of
Sixty Three Thousand One Hundred Thirty Nine Dollars and no/100

Dollars (U.S. $ 63,139.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on June 1, 2024 . 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 6 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 the power of sale, the following described property located in Sublette County, Wyoming.

Lot 9 of the Guio Third Addition to the Town of Big Piney, Sublette County, Wyoming.

which is the address of 1311 Piney Drive, 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.

Rlsd. Bk 20 pg. 645 1-9-01 568 Assigned Bk 59 mtg. pg 663

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by Paragraph 4.

Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become delinquent.

If at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. In any year in which the Lender must pay a mortgage insurance premium to the Secretary, each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary; or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by lender as follows:
First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;
Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance primiums, as required;
Third, to interest due under the Note;
Fourth, to amortization of the principal of the Note;
Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lenders of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the property if the property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other 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, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

7. 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 place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly

Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the note secured thereby not be eligible for insurance under the National Housing Act within 180 days from the date hereof, Lender may, at its option and notwithstanding anything in Paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 180 days from the date hereof, declining to insure this Security Instrument and the note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of 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 successor 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.

12. 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 9.b. 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 accomodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. 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 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.

14. 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.

15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

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

17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender 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 17, including, but not limited to, reasonable attorneys' fees and costs of the 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 13. Lender shall publish 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.

18. 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.

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

Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants 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 in a part of this Security Instrument. [Check applicable box(es)].

☐ Condominium Rider ☐ Graduated Payment Rider ☐ Growing Equity Rider

☐ Planned Unit Development Rider ☐ Other [Specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in pages 1 through 4 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

_____

_____

Gerald M. Hart _____ (Seal) Borrower

Glenda D. Hart _____ (Seal) Borrower

_____ (Seal) Borrower

_____ (Seal) Borrower

STATE OF WYOMING,

County ss: Sublette

The foregoing instrument was acknowledged before me this Thirty First Day of May, 1994 (date) by Gerald M. Hart and Glenda D. Hart, Husband and Wife

(person acknowledging)

My Commission expires: 8-19-97

_____ Notary Public

SYLVIA ELY
County of
Sublette
My Commission Expires:

Notary Public
State of
Wyoming
8-19-97

DAN W. [redacted] AND BARBARA HENRY,
HUSBAND AND WIFE

MORTGAGOR
"I" includes each mortgagor above.

KEY BANK OF WYOMING
18TH & CAREY AVE.
CHEYENNE, WY 82001

MORTGAGEE
"You" means the mortgagee, its successors and assigns.

REAL ESTATE MORTGAGE: For value received, I, DAN W. HENRY AND BARBARA HENRY, HUSBAND AND WIFE, mortgage, grant and convey to you, with power of sale, on MAY 24, 1994, 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: 229 QUEALY (Street)
BIG PINEY (City), Wyoming 83113 (Zip Code)

LEGAL DESCRIPTION:

LOTS 1,2,3,4,5, BLOCK 2 OF THE C.P. MACGLASHAN'S FIRST ADDITION TO THE TOWN OF BIG PINEY, SUBLETTE COUNTY, WYOMING.

246679

RECORDED June 2, 1994 10:05 M
IN BOOK 59 Mtg. PAGE 572
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

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):
KEY BANK HOME EQUITY LINE AGREEMENT DATED: MAY 24, 1994

The above obligation is due and payable on MAY 24, 2024 if not paid earlier.

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of THIRTY FIVE THOUSAND AND NO/100---------- Dollars ($ 35,000.00), 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 pages 1 and 2 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.

Dan W. Henry
DAN W. HENRY

Barbara Henry
BARBARA HENRY

ACKNOWLEDGMENT: STATE OF WYOMING, County of Sublette } ss:

Individual or Corporation with Seal

The foregoing instrument was acknowledged before me by Dan W. & Barbara Henry this 24th day of May, 1994.

Corporation with no Seal

The foregoing instrument was acknowledged before me by _____ this _____ day of _____, a corporation, has no corporate seal.

LELA L. SANDERS
NOTARY PUBLIC
Sublette County, WY
My Commission expires
11-4-96

Witness my hand and official seal.

Lela L Sanders
(Notary Public)

My commission expires: Nov. 4, 1996

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WYOMING
(page 1 of 2)

Released Bk 17 Rel. pg 551 9/26/95 572

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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 Interest. 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 it 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 the 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 page 1 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. Pursuant to law, when I have paid the secured debt in full, all underlying agreements have been terminated, and I have mailed to you a written request for the release, you will release this mortgage without charge to me within 30 days of your receipt of my request for the release. 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.

BANKERS SYSTEMS, INC., ST. CLOUD, MN (1-800-397-2341) FORM OCP-MTG-WY 7/3/91

[redacted] [redacted] _____ [redacted] _____

WHEN RECORDED MAIL TO:
DOCUMENT CONTROL DEPARTMENT
P.O. BOX 7024
PASADENA, CALIFORNIA 91109-8974

CFC
LOAN #: 9474200

ESCROW/CLOSING #: SCOTT

246725

RECORDED June 3, 1994 3:30 PM
IN BOOK 59 mtg. & Lse PAGE 574
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

Prepared by: N. CUCE

SPACE ABOVE FOR RECORDERS USE

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 3, 1994 . The mortgagor is JOSEPH JOHN SCOTT , AN UNMARRIED MAN

("Borrower"). This Security Instrument is given to DENVER MORTGAGE FUNDING, INC.

which is organized and existing under the laws of COLORADO , and whose address is 425 S CHERRY ST DENVER, CO 80222- ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED SIXTEEN THOUSAND EIGHT HUNDRED FIFTY and 00/100 Dollars (U.S. $ 116850.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on June 1, 2024 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 14 OF THE SOUTH FORTY SUBDIVISION, SUBLETTE COUNTY, WYOMING

which has the address of 9 S. FORK TRAIL ,PINDALE [Street, City],
Wyoming 82602- ("Property Address");
[Zip Code]

23991

Rlsd. Bk 19 Rel. pg 574 3/15/99
Assigned Bk 59 mtg pg 580

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009474200

CB4A0

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under 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 (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.

*23991 [redacted] [redacted] *009474200* [redacted]B4A0*

[redacted] [redacted] [redacted]

5. Hazard or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. 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.

12. 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.

13. 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.

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.

Initials: _____

*23991 [redacted] [redacted] *009474200* [redacted] B4A0*

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any preparation and recordation costs permitted under state law.

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

24. 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(s)
- ☐ Graduated Payment Rider
- ☐ Balloon Rider
- ☐ V.A. Rider
- ☐ Condominium Rider
- ☐ Planned Unit Development Rider
- ☐ Rate Improvement Rider
- ☐ Other(s) [specify]
- ☐ 1-4 Family Rider
- ☐ Biweekly Payment Rider
- ☐ Second Home Rider

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

Joseph John Scott (Seal)
JOSEPH JOHN SCOTT -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

STATE OF WYOMING, SUBLETTE **County ss:**

The foregoing instrument was acknowledged before me this 2ND day of June, 1994
(date)

by JOSEPH JOHN SCOTT
(person acknowledging)

My Commission Expires: 7-28-96

Edwin R. Adams
Notary Public

EDWIN R. ADAMS - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires 7-28-96

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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 as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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RECORDING REQUESTED BY:

RECORDED: June 3, 1994 3:30 PM
IN BOOK 59 Mtg PAGE 580
FEE $ 8.00 Mary [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

WHEN RECORDED MAIL TO:
AMERICA'S WHOLESALE LENDER
MSN SV-79 / DOCUMENT CONTROL DEPT.
P.O. BOX 10266
VAN NUYS, CALIFORNIA 91410-0266

LOAN #: 9474200
ESCROW/CLOSING #: SCOTT
CASE #:

Prepared by: N. CUCE

ASSIGNMENT OF DEED OF TRUST/MORTGAGE

For Value Received, the undersigned hereby grants, assigns and transfers to COUNTRYWIDE FUNDING CORPORATION dba AMERICA'S WHOLESALE LENDER

all beneficial interest under that certain Deed of Trust/Mortgage dated 06/03/94 executed by JOSEPH JOHN SCOTT , AN UNMARRIED MAN

, Trustor/Borrower
to , Trustee/Mortgagee
and recorded as Instrument No. 246725 (CONCURRENTLY HEREWITH) on 6/3/94
in Book/Reel 59 Page/Image 574, of Official Records in the County Recorder's office
of SUBLETTE, WY

describing land therein as:
LOT 14 OF THE SOUTH FORTY SUBDIVISION, SUBLETTE COUNTY, WYOMING

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Together with the note therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue thereunder.

Dated 6-3-94

ERIC M. DANIELS
PRESIDENT, DENVER MORTGAGE FUNDING

ACKNOWLEDGMENT

State of COLORADO)
County of DENVER)

On 6-3-94, before me, the undersigned, a Notary Public in and for said County and State personally appeared ERIC M. DANIELS, PRESIDENT, DENVER MORTGAGE FUNDING 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 as the principal(s) and acknowledged to me that said principal(s) executed it.

Witness My Hand and Official Seal

Notary Public in and for said County and State

My Commission expires 7/10/95

My Commission Expires 7-10-95

[redacted] [redacted] [redacted]

WYOMING REAL ESTATE MORTGAGE

John R. Ball and Jana L. Ball husband and wife as tenants of an estate by the entireties, Mortgagors, residing at 141 Black Avenue Big Piney, WY 83113 (address), to secure the payment of a promissory note of even date in the sum of $93,752.12 (Unpaid Balance) payable to the order of Norwest Financial ~~America~~ Utah, Inc., Mortgagee, 107 E 1400 N Ste 150 LOGAN, UTAH 84321 (address), and evidencing a loan made by Mortgagee to Mortgagors with an Amount Financed of $84376.91 plus Points and Interest on the Amount Financed at the Rate of Interest Per Year shown on the note, said note is payable in monthly installments, and according to the terms thereof, payment may be made in advance in any amount at any time, and default in making any monthly payment shall, at the option of the holder of said note, and without notice or demand, render the entire unpaid balance thereof at once due and payable, including any unpaid Interest and Points; mortgagors hereby mortgage and warrant to Mortgagee the following described real estate:

West One and One-half (1 1/2) feet of Lot Three (3), and all of Lots Four (4), Five (5) and Six (6), Block Ten (10) of the C. P. MacGlashan's First Addition to the Town of Big Piney, 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 for Sublette County, Wyoming.

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RECORDED June 6, 1994 10:15AM
IN BOOK 59 Mtg. PAGE 582
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

situated in SUBLETTE County, State of Wyoming.

Mortgagors hereby release and waive all rights under and by virtue of the homestead exemption laws of this state.

Mortgagors agree to pay all taxes and assessments on said premises when due and keep buildings thereon insured for maximum insurable value or such lesser sum authorized by Mortgagee in writing, during the life of this mortgage, with Mortgagee as loss payee as its interest appears. If Mortgagors 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.

Mortgagors also agree not to sell or transfer said premises, or any part thereof, without Mortgagee's prior written consent and any such sale or transfer without Mortgagee's prior written consent shall constitute a default under the terms hereof.

If default is made in payment of all or part of sums hereby secured, or in any of the covenants or agreements hereof, then at the Mortgagee's option, the whole indebtedness hereby secured shall become due and payable, and the Mortgagee may proceed, pursuant to law by action or advertisement, to foreclose on and sell said property, and out of the proceeds of such sale, pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable attorney's fees.

Witness Mortgagors' signatures on this 27th day of MAY, 1994.

John R. Ball (SEAL)

Jana L. Ball (SEAL)

STATE OF ~~WYOMING~~ UTAH)
) SS.
COUNTY OF Cache)

The foregoing instrument was acknowledged before me this 27th day of MAY, 1994, by John R. Ball and Jana L. Ball.

Witness my hand and official seal.

Notary Public
LOYD C. TAYLOR
303 West 300 North
Smithfield, Utah 84335
My Commission Expires

(SEAL)

Notary Public

My Commission Expires 4/1/96

Rlsd Bk 1 Pg 655 1/10/96

1117360 583 Rlsd BK 18 pg 430 4/15/97

WHEN RECORDED MAIL TO:
KEYCORP MORTGAGE INC.
18TH STREET & CAREY AVENUE
P.O. BOX 567
CHEYENNE, WYOMING 82003

246751

RECORDED June 6, 1994 3:20 PM
IN BOOK 59 Mtg & Lse PAGE 583
FEES $ 22.00 Mary [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MAY THIRTY-FIRST, 19 94. The mortgagor is LARRY D. LEEPER AND DEBRA K. LEEPER, HUSBAND AND WIFE ("Borrower"). This Security Instrument is given to KEYCORP MORTGAGE INC., which is organized and existing under the laws of THE STATE OF MARYLAND, and whose address is 205 PARK CLUB LANE BUFFALO, NEW YORK 14231-9000 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED EIGHTY-ONE THOUSAND AND NO/100 Dollars (U.S. $ 181,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JUNE 1ST, 2024. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 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 EXHIBIT A

which has the address of 14167 U.S. HWY 191/189 [Street], BONDURANT [City],
Wyoming 82922 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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.

[redacted] [redacted] [redacted]

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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under 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 Lender's opinion operate to prevent the enforcement of the lien; 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 or Property 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, including floods or flooding, 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

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which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgement could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture 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 attorney's 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower

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shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. 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.

12. 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.

13. 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.

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 judgement enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 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

[redacted] [redacted] [redacted]

other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, 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.

22. 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.

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

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

[X] Adjustable Rate Rider	[ ] Condominium Rider	[ ] 1—4 Family Rider
[ ] Graduated Payment Rider	[ ] Planned Unit Development Rider	[ ] Biweekly Payment Rider
[ ] Balloon Rider	[ ] Rate Improvement Rider	[ ] Second Home Rider

[X] Other(s) [specify] EXHIBIT "A" LEGAL DESCRIPTION

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.

Witnesses:

.....

LARRY D. LEEPER .....(Seal) -Borrower

.....

DEBRA K. LEEPER .....(Seal) -Borrower

.....(Seal) -Borrower

.....(Seal) -Borrower

[Space Below This Line For Acknowledgment]

STATE OF WYOMING,

County ss: SUBLETTE

On this 31 day of MAY 1994 before me, the subscriber, personally appeared LARRY D. LEEPER AND DEBRA K. LEEPER, HUSBAND AND WIFE

to me personally known and known to me to be the same person described in and who executed the within instrument, and ARE acknowledged to me that THEY executed the same.

PATTI B. PATTERSON
NOTARY PUBLIC
Teton County, Wyoming
My Commission expires
Sept. 17, 1996

My Commission Expires:

Notary Public

EXHIBIT "A"

A tract of land in the SE¼NE¼ of Section 9 and the SW¼NW¼, SE¼NW¼ and NW¼SW¼ of Section 10, Township 37 North, Range 113 West, 6th P.M., Sublette County, Wyoming, described as follows:

Beginning at the southeast corner of said SE¼NE¼ of Section 9 (the CE 1/16 corner); thence N.89°33'11"W., 947.72 feet along the south line of said SE¼NE¼ to a 5/8" diameter rebar with cap inscribed "PLS 3831"; thence N.53°48'00"E., 1954.10 feet to a 5/8" diameter rebar with cap inscribed "PLS 3831" marking the intersection with the southwest right-of-way line of Wyoming Highway 187-189; thence N.55°14'45"E., 50.00 feet to the intersection with the center line of said highway; thence S.34°45'15"E., 861.58 feet along said center line; thence N.54°33'52"E., 50.00 feet to a 5/8" diameter rebar with cap inscribed "PLS 3831" marking the intersection with the northeast right-of-way line of said highway and the northwest corner of the tract described in the Warranty Deed recorded in Book 29 of Deeds, page 614; thence S.34°45'15"E., 166.40 feet along said northeast right-of-way line to a 5/8" diameter rebar with cap inscribed "PLS 3831" marking the southwest corner of said record tract; thence S.55°39'56"W., 100.00 feet to a 5/8" diameter rebar with cap inscribed "PLS 3831" marking the intersection with the southwest right-of-way line of said highway; thence continuing S.55°39'56"W., 1474.38 feet to a 5/8" diameter rebar with cap inscribed "PLS 3831" marking the intersection with the west line of said NW¼SW¼; thence N.00°20'23"E., 513.60 feet along said west line to the Point of Beginning.

Together with an access and utility easement, 60 feet in width, the south line of which is described as follows:

Beginning at a 5/8" diameter rebar with cap inscribed "PLS 3831" on the southeast line of the above described tract, from which the east corner of the above described tract is N.55°39'56"E., 299.00 feet; thence S.60°43'45"E., 317.35 feet; thence S.34°45'15"E., 523.84 feet, parallel with and 60.00 feet southwesterly of the southwest right-of-way line of Wyoming Highway 187-189.

Also described as Tract No. 6 of the Bondurant Ranches as shown on the Map of Survey recorded September 25, 1992 in Book 60 of Misc., Page 643.

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ADJUSTABLE [redacted]TE RIDER

(3 Year Treasury Index—Rate Caps—~~Fixed Rate Conversion Option~~)

[redacted]

THIS ADJUSTABLE RATE RIDER is made this 31 day of May, 19 94, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to KEYCORP MORTGAGE, INC. (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

14167 U.S. Hwy 191/189; Bondurant, WY 82922
[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY. ~~THE NOTE ALSO CONTAINS THE OPTION TO CONVERT THE ADJUSTABLE RATE TO A FIXED RATE.~~

DKL

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.125 %. The Note provides for changes in the adjustable interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of June, 19 97, and on that day every 36th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 3 years, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding 2.875 percentage points (2.875 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.125 % or less than 7.125 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 36 months. My interest rate will never be greater than 13.125 %, which is called the "Maximum Rate."

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my adjustable interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. FIXED INTEREST RATE OPTION

The Note provides for the Borrower's option to convert from an adjustable interest rate with interest rate limits to a fixed interest rate, as follows:

5. FIXED INTEREST RATE OPTION

Initials:

(A) Option to Convert to Fixed Rate

I have a Conversion Option that I can exercise unless I am in default or this Section 5(A) will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section 5(B) below.

The conversion can only take place on the first or second Change Date. Each Change Date on which my interest rate can convert from an adjustable rate to a fixed rate also is called the "Conversion Date." **I can convert my interest rate only on one of these two Conversion Dates.**

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (i) I must give the Note Holder notice that I want to do so; (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (iii) by a date specified by the Note Holder, I must pay the Note Holder a conversion fee of U.S. $.....; and (iv) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion.

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Initials

(B) Calculation of Fixed Rate

My new, fixed interest rate will be equal to the Federal National Mortgage Association's required net yield as of a date and time of day specified by the Note Holder for (i) if the original term of this Note is greater than 15 years, 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%), or (ii) if the original term of this Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%). If this required net yield cannot be determined because the applicable commitments are not available, the Note Holder will determine my interest rate by using comparable information. My new rate calculated under this Section 5(B) will not be greater than the Maximum Rate stated in Section 4(D) above.

(C) New Payment Amount and Effective Date

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the Maturity Date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the Maturity Date.

C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. Until Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

2. If Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, the amendment to Uniform Covenant 17 of the Security Instrument contained in Section C 1 above shall then cease to be in effect, and the provisions of Uniform Convenant 17 of the Security Instrument shall instead be in effect, as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Larry D. Leeper ..... (Seal) -Borrower

Debra K. Leeper ..... (Seal) -Borrower

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RECORDED June 7, 1994 11:30AM
IN BOOK 59 Mtg. PAGE 592
FEES $ 28.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on .....MAY 16, 1994..... . The mortgagor is .SCOTT R. LEEPER AND LUCINDA L. LEEPER, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETIES..... ("Borrower"). This Security Instrument is given to ..THE BANK OF JACKSON HOLE..... , which is organized and existing under the laws of .....THE STATE OF WYOMING..... , and whose address is .990 W. BROADWAY, JACKSON, WY 83001..... ("Lender"). Borrower owes Lender the principal sum of .ONE HUNDRED ONE THOUSAND THREE HUNDRED THIRTY SIX AND NO/100********** Dollars (U.S. $.....101,336.00.....). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on .....MAY 15, 1999..... . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 .SUBLEITE..... County, Wyoming:

PARCEL 1: SEE ATTACHED EXHIBIT "A".

which has the address of ..CEMETARY RD..... [Street] , ..BONDURANT..... [City] ,
Wyoming ..82922..... [Zip Code] ("Property Address");

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under 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 (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.

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5. Hazard or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage

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insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. 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.

12. 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.

13. 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.

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.

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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 as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 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 21, 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

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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.

22. 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.

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

24. 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	☐ 1-4 Family Rider
☐ Graduated Payment Rider	☐ Planned Unit Development Rider	☐ Biweekly Payment Rider
☐ Balloon Rider	☐ Rate Improvement Rider	☐ Second Home 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)
SCOTT R. LEEPER -Borrower

Social Security Number ....520-68-3273.....

X ..... (Seal)
LUCINDA L. LEEPER -Borrower

Social Security Number ....396-62-8591.....

[Space Below This Line For Acknowledgment]

STATE OF WYOMING, ...SUBLETTE..... County ss:

The foregoing instrument was acknowledged before me this .....5-16-94.....
(date)

by ....SCOTT R. LEEPER AND LUCINDA L. LEEPER, HUSBAND AND WIFE, AS TENANTS BY THE *.....
(person acknowledging) *ENTIRETIES

My commission expires: 6-27-96

Kathleen M. LaVassar
County of
Teton
My Commission Expires
Notary Public
State of
Wyoming
June 27, 1994

.....
Notary Public

PARC[redacted] [redacted] [redacted]

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

TOWNSHIP 38 NORTH, RANGE 113 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 33: SE¼ EXCEPTING THEREFROM the following described parcels of land:

That portion conveyed by Quitclaim Deed recorded June 2, 1971 in Book 5 of Quitclaim Deeds, Page 85 and being more particularly described as follows:

That part of the NW¼SE¼ of Section 33, Township 38 North, Range 113 West, Sublette County, Wyoming, described as follows:

Beginning at a point on the north line of the said NW¼SE¼, S.89°50'W., 1432.0 feet from the east one-quarter corner of said Section 33; thence continuing S.89°50'W., 172.4 feet along the said north line to a point; thence S.21°55.5'E., 15.2 feet to a corner; thence N.09°15.5'E., 177.8 feet to a corner; thence N.42°02.5'W., 16.5 feet to the point of beginning.

AND FURTHER EXCEPTING THEREFROM

The parcel of land conveyed by Warranty Deed recorded August 11, 1976 in Book 16 of Deeds, Page 513 and being more particularly described as follows:

A tract of land located in the S½ of Section 33, Township 38 North, Range 113 West of the Sixth Principal Meridian, Sublette County, Wyoming, and more particularly described as follows:

Beginning at a point on the mid-section line which is N.00°02'30"W., a distance of 549.47 feet from the South Quarter Corner of said Section 33, and is also on the Northeast Right-of-Way of highway 191 formerly known as Highway 187-189; thence N.34°22'20"W., a distance of 117.03 feet along said Highway Right-of-Way; thence N.00°02'30"W., a distance of 602.82 feet; thence S.89°42'05"E., a distance of 466.02 feet; thence S.90°25'55"E., a distance of 406.33 feet; thence S.20°29'28"E., a distance of 341.71 feet; thence S.68°21'09"W., a distance of 481.75 feet to a point on the Northeast Right-of-Way of Highway 191 formerly known as Highway 187-189; thence N.34°22'20"W., a distance of 244.33 feet along said Highway Right-of-Way to the point of beginning.

AND FURTHER EXCEPTING THEREFROM:

The parcel of land conveyed by Warranty Deed recorded February 2, 1977 in Book 19 of Deeds, Page 99 and being more particularly described as follows:

A tract of land located in the SE¼ of Section 33, Township 38 North, Range 113 West of the Sixth Principal Meridian, Sublette County, Wyoming, and more particularly described as follows:

Beginning at the East Quarter Corner of Section 33, thence S.89°40'39"W., a distance of 660.01 feet along the center section line; thence S.00°02'00"E., a distance of 660.00 feet; thence N.89°40'30"E., a distance of 660.01 feet to a point on the East line of Section 33; thence N.00°02'00"W., a distance of 660.00 feet along the East section line to the point of beginning.

AND FURTHER EXCEPTING THEREFROM

The parcel of land conveyed by Warranty Deed recorded June 18, 1979 in Book 21 of Deeds, Page 47, and being more particularly described as follows:

A tract of land located in the S½ of Section 33, Township 38 North, Range 113 West of the 6th Principal Meridian, Sublette County, Wyoming, and more particularly described as follows:

Beginning at the South Quarter Corner of said Section 33; thence S.89°52'00"W., along the South Section line, a distance of 66.0 feet; thence N.00°02'30"W., and parallel to the North-South center section line, a distance of 646.22 feet; thence S.34°22'20"E., along the Northeast right-of-way of U.S. 191 formerly known as Highway 187-189, a distance of 781.69 feet; thence S.89°52'00"W., along the South Section line, a distance of 374.85 feet to the point of beginning.

AND FURTHER EXCEPTING THEREFROM

The parcel of land conveyed by Warranty Deed recorded December 23, 1980 in Book 22 of Deeds, Page 249 and being more particularly described as follows:

A tract of land located in the SE¼ of Section 33, Township 38 North, Range 113 West of the 6thn P.M., Sublette County, Wyoming and more particularly described as follows:

Beginning at a point which bears S.00°02'00"E., a distance of 660.00 feet from the East Quarter Corner of said Section 33; thence from said point of beginning continue S.00°02'00"E., along the east section line of said Section 33, a distance of 660.00 feet; thence S.89°40'39"W., a distance of 660.01 feet; thence N.00°02'00"W., a distance of 660.00 feet; thence N.89°40'39"E., a distance of 660.01 feet to the point of beginning.

AND FURTHER EXCEPTING THEREFROM

The parcel of land conveyed by Warranty Deed recorded January 8, 1986 in Book 26 of Deeds, Page 257 and being more particularly described as follows:

A tract of land in the SE¼SE¼ of Section 33, Township 38 North, Range 113 West, 6th P.M., Sublette County, Wyoming, described as follows:

Beginning at a point located on the east line of the SE¼ of said Section 33, said point being located S.00°02'E., a distance of 1320.0 feet from the northeast corner of the SE¼; thence from said point of beginning, continue S.00°02'E., along the east line of the SE¼ a distance of 639.65 feet; thence S.89°42'W., a distance of 660.00 feet; thence N.00°02'W., a distance of 639.45 feet; thence N.89°41'E., a distance of 660.00 feet to the point of beginning.

[redacted] [redacted] [redacted]

AND FURTHER EXCEPTING THER[redacted]

The parcel of land conveyed by Warranty Deed recorded January 8, 1986 in Book 26 of Deeds, Page 258 and being more particularly described as follows:

A tract of land located in the SE¼SE¼ of Section 33, Township 38 North, Range 113 West, 6th P.M., Sublette County, Wyoming, described as follows:

Beginning at a point located on the east line of the SE¼ of said Section 33, said point being located S.00°02'E., a distance of 1959.65 feet from the northeast corner of the SE¼; thence from said point of beginning, continue S.00°02'E., along the east line of the SE¼ a distance of 639.65 feet to the southeast corner of the SE¼; thence S.89°43'W., (record S.89°52'W.) along the south line of the SE¼ a distance of 660.00 feet; thence N.00°02'W., a distance of 639.44 feet; thence N.89°42'E., a distance of 660.00 feet to the point of beginning.

AND FURTHER EXCEPTING THEREFROM

A parcel of land conveyed by Warranty Deed recorded January 8, 1986 in Book 26 of Deeds, Page 259 and being more particularly described as follows:

A tract of land located in the SW¼SE¼ of Section 33, Township 38 North, Range 113 West of the Sixth Principal

A tract of land located in the SW¼SE¼ of Section 33, Township 38 North, Range 113 West of the Sixth Principal Meridian, Sublette County, Wyoming and more particularly described as follows:

Beginning at a point on the South section line of said Section 33, Township 38 North, Range 113 West of the Sixth Principal Meridian and the Easterly right-of-way of Wyoming State Highway 191, said point being an Aluminum cap stamped "RIO VERDE ENGR PELS 625" AND BEARS N.89°52'00"E., a distance of 374.76 feet from the South ¼ corner of said Section 33; thence from said point of beginning N.89°52'00"E., along the South section line of said Section 33 a distance of 638.85 feet to an aluminum cap stamped "RIO VERDE ENGR PELS 625"; thence N.00°08'49"W., a distance of 649.57 feet to a point; thence S.89°51'27"W., a distance of 474.34 feet to an aluminum cap stamped "RIO VERDE ENGR PELS 625"; thence S.20°29'28"E., a distance of 131.47 feet to an aluminum cap stamped "RIO VERDE ENGR PELS 625"; thence S.68°09'03"W., a distance of 481.90 feet to an aluminum cap stamped "RIO VERDE ENGR PELS 625", located on the Easterly Right-of-way of Wyoming State Highway 191; thence S.34°28'26"E., along said easterly Right-of-Way of Wyoming State Highway 191, a distance of 421.34 feet more or less to an aluminum cap stamped "RIO VERDE ENGR PELS 625" and the point of beginning.

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ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this .....16TH..... day of ...MAY,..1994..... and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to .THE..BANK..OF..JACKSON..HOLE,..ORGANIZED..AND..EXISTING..UNDER..THE..LAWS..OF..... THE..STATE..OF..WYOMING..... (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

CEMETARY..RD,..BONDURANT,..WY..82922.....

[Property Address]

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND SCHEDULED PAYMENT CHANGES

The Note provides for an initial interest rate of .....8.750..... %. The Note provides for changes in the interest rate and the payments, as follows:

3. PAYMENTS

(A) Scheduled Payments

All references in the Security Instrument to "monthly payments" are changed to "scheduled payments."

I will pay principal and interest by making payments when scheduled: (mark one):

☐ I will make my scheduled payments on the first day of each month beginning on .....

.....

☒ I will make my scheduled payments as follows:

ON THE 15TH DAY OF EACH MONTH BEGINNING ON JUNE 15, 1994

☒ In addition to the payments described above, I will pay a "balloon payment" of $ .....62,966.29..... on ....MAY..15,..1999..... The Note Holder will deliver or mail to me notice prior to maturity that the balloon payment is due. This notice will state the balloon payment amount and the date that it is due.

(B) Maturity Date and Place of Payments

I will make these payments as scheduled until I have paid all of the principal and interest and any other charges described in the Note.

My scheduled payments will be applied to interest before principal. If, on .....MAY..15,..1999..... ....., I still owe amounts under the Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my scheduled payments at .....990..W.. BROADWAY,..JACKSON,..WY...83001..... ..... or at a different place if required by the Note Holder.

(C) Amount of My Initial Scheduled Payments

Each of my initial scheduled payments will be in the amount of U.S. $ .....1,277.25..... This amount may change.

(D) Scheduled Payment Changes

Changes in my scheduled payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my scheduled payment in accordance with Section 4 of the Note.

4. INTERE[redacted]E AND SCHEDULED PAYMENT C[redacted]ES [redacted]

(A) Change Dates

Each date on which my interest rate could change is called a "Change Date." (Mark one)

☐ The interest rate I will pay may change on the first day of ..... and on that day every ..... month thereafter.

☒ The interest rate I will pay may change .....ON THE 16TH DAY OF MAY, 1995..... and on every 16TH DAY OF EACH 12TH MONTH..... thereafter.

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is: .....
PRIME RATE ESTABLISHED BY CHASE MANHATTAN BANK OF NEW YORK, N.Y.
.....
.....

The most recent Index figure available as of the date☒ 45 days ☐ ..... before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by ...ADDING TWO.....
..... percentage points (.....2.000..... %) to the Current Index. The result of this calculation:

☒ will not be rounded off.

☐ will be rounded off by the Note Holder to the nearest _____ %.

☐ will be rounded off by the Note Holder up to the nearest _____ %.

☐ will be rounded off by the Note Holder down to the nearest _____ %.

Subject to the limitations stated in Section 4(D) below, this amount will be my new interest rate until the next change date.

The Note Holder will then determine the amount of the scheduled payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my scheduled payment.

(D) Limits on Interest Rate Changes * TWO AND NO/1000

☒ My interest rate will never be increased or decreased on any single change date by more than .....*..... percentage points from the rate of interest I have been paying for the preceding period.

☒ My interest rate will never be greater than .....14.750..... % or less than .....6.750.....%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new scheduled payment beginning on the first scheduled payment date after the Change Date until the amount of my scheduled payment changes again.

(F) Notice of Changes

At least 25 days, but no more than 120 days, before the effective date of any payment change, the Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my scheduled payment. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. FUNDS FOR TAXES AND INSURANCE

[Mark one]

☒ Uniform Covenant 2 of the Security Instrument is waived by the Lender.

☐ Uniform Covenant 2 of the Security Instrument is amended to read as follows:

2. SCHEDULED PAYMENTS FOR TAXES AND INSURANCE

(A) Borrower's Obligations

I will pay to Lender all amounts necessary to pay for taxes, assessments, leasehold payments or ground rents (if any), and hazard insurance on the Property and mortgage insurance (if any). I will pay those amounts to Lender unless Lender tells me, in writing, that I do not have to do so, or unless the law requires otherwise. I will make those payments on the same day that my scheduled payments of principal and interest are due under the Note.

Each of my payments under this Paragraph 2 will be the sum of the following:

(i) The estimated yearly taxes and assessments on the Property which under the law may be superior to this Security Instrument, divided by the number of scheduled payments in a year; plus,

(ii) The estimated yearly leasehold payments or ground rents on the Property, if any, divided by the number of scheduled payments in a year; plus

(iii) The estimated yearly premium for hazard insurance covering the Property, divided by the number of scheduled payments in a year; plus

(iv) The estimated yearly premium for mortgage insurance (if any), divided by the number of scheduled payments in a year.

Lender will estimate from time to time my yearly taxes, assessments, leasehold payments or ground rents and insurance premiums, which will be called the "escrow items." Lender will use existing assessments and bills and reasonable estimates of future assessments and bills. The amounts that I pay to Lender for escrow items under this Paragraph 2 will be called the "Funds."

(B) Lender's Obligations

Lender will keep the Funds in a savings or banking institution which has its deposits or accounts insured or guaranteed by a federal or state agency. If Lender is such as institution, Lender may hold the Funds. Except as described in this Paragraph 2, Lender will use the Funds to pay the escrow items. Lender will give to me, without charge, an annual accounting of the Funds. That accounting must show all additions to and deductions from the Funds and the reason for each deduction.

Lender may not charge me for holding or keeping the Funds, for using the Funds to pay escrow items, for analyzing my payments of Funds, or for receiving, verifying and totaling assessments and bills. However, Lender may charge me for these services if Lender pays me interest on the Funds and if the law permits Lender to make such a charge. Lender will not be required to pay me any interest or earnings on the Funds unless either (i) Lender and I agree in writing, at the time I sign this Security Instrument, that Lender will pay interest on the Funds: or (ii) the law requires Lender to pay interest on the Funds.

(C) Adjustments to the Funds

If Lender's estimates are too high or if taxes and insurance rates go down, the amounts that I pay under this Paragraph 2 will be too large. If this happens at a time when I am keeping all of my promises and agreements made in this Security Instrument, I will have the right to have the excess amount either promptly repaid to me as a direct refund or credited to my future scheduled payments of Funds. There will be excess amounts if, at any time, the sum of (i) the amount of Funds which Lender is holding or keeping, plus (ii) the amount of the scheduled payments of Funds which I still must pay between that time and the due dates of escrow items is greater than the amount necessary to pay the escrow items when they are due.

If, when payments of escrow items are due, Lender has not received enough Funds to make those payments, I will pay to Lender whatever additional amount is necessary to pay the escrow items in full. I must pay that additional amount in one or more payments as Lender may require.

When I have paid all of the sums secured, Lender will promptly refund to me any Funds that are then being held by Lender. If, as a result of the exercise by Lender of any of its rights under this Security Instrument, either Lender acquires the Property or the Property is sold, then immediately before the acquisition or sale, Lender will use any Funds which Lender is holding at the time to reduce the sums secured.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

X ..... (Seal)
SCOTT R. LEEPER -Borrower

X ..... (Seal)
LUCINDA L. LEEPER -Borrower

246782

RECORDED June 7, 1994 2:10PM
IN BOOK 59 Mtg PAGE 604
FEES $ 16.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 3, 1994 . The mortgagor is SUSAN M. WELLS, A MARRIED PERSON
("Borrower"). This Security Instrument is given to ROCK SPRINGS NATIONAL BANK , which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose address is 333 BROADWAY PO BOX 880, ROCK SPRINGS, WY 82902-0880 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED THIRTEEN THOUSAND AND NO/100********** Dollars (U.S. $ 113,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JUNE 3, 2014 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 32 NORTH, RANGE 108 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING
SECTION 13: SE1/4SE1/4NE1/4

which has the address of 322 HIGHWAY 353 [Street] , BOULDER [City] ,
Wyoming 82923 [Zip Code] ("Property Address");

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rlsd. bk. 31 pg. 533 2/2/12

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under 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 (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.

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5. Hazard or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage

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insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. 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.

12. 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.

13. 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.

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.

BANKERS SYSTEMS, INC., ST. CLOUD, MN 56302 (1-800-397-2341) FORM MD-1-WY 2/8/91

_____ _____

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 as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 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 21, 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

BANKERS SYSTEMS, INC., ST. CLOUD, MN 56302 (1-800-397-2341) FORM MD-1-WY 2/8/91

608

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.

22. 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.

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

24. 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
- ☐ Graduated Payment Rider
- ☐ Balloon Rider
- ☐ Other(s) [specify]
- ☐ Condominium Rider
- ☐ Planned Unit Development Rider
- ☐ Rate Improvement Rider
- ☐ 1-4 Family Rider
- ☐ Biweekly Payment Rider
- ☐ Second Home Rider

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

X Susan M. Wells ..... (Seal)
SUSAN M. WELLS -Borrower

Social Security Number ....469-58-4157.....

..... (Seal)
-Borrower

Social Security Number .....

[Space Below This Line For Acknowledgment]

STATE OF WYOMING, ...SWEETWATER..... County ss:

The foregoing instrument was acknowledged before me this ..3rd Day of June 1994.....
(date)

by ....SUSAN M. WELLS, A MARRIED PERSON.....
(person acknowledging)

My commission expires: 1-24-98

X David M. Tate .....
DAVID M. TATE Notary Public

DAVID M. TATE - NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES JANUARY 24, 1998

RELEASE, WAIVER AND SUBORDINATION OF HOMESTEAD RIGHTS

I, the undersigned JOHN F. WELLS,

being the spouse of SUSAN M. WELLS,

for and in consideration of ten dollars and other good and valuable consideration hereby release, waive and subordinate any interest I have or may acquire by virtue of the homestead exemption laws of the State of Wyoming to that certain mortgage dated _____, in favor of ROCK SPRINGS NATIONAL BANK

_____,recorded _____

as instrument number _____, in Book_____, Page _____,of the records of SUBLETTE County, Wyoming pertaining to the following described lands:

TOWNSHIP 32 NORTH, RANGE 108 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

SECTION 13: SE¼SE¼NE¼.

246783

RECORDED June 7, 1994 2:10pM
IN BOOK 59 mtg. PAGE 610
FEES $ 6.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

Dated this 2nd day of JUNE, 1994.

John F. Wells

State of Wyoming)
)ss
County of SUBLETTE)

The foregoing instrument was acknowledged before me by JOHN F. WELLS

_____

_____

this 2 day of JUNE, 1994.

Witness my hand and official seal.

EDWIN R. ADAMS - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires 7-28-96

Edwin R. Adams
Notary Public

610

307 234 2139 P.01/01 FIRST AMERICA TITLE CO.

WISWELL, T.L. PI
256933

611

Assignment of Mortgage (Corporation)

* *

KNOW ALL MEN BY THESE PRESENTS: That the WALLICK AND VOLK, INC., a corporation, organized and doing business under the laws of the State of WYOMING, and having its principal office at CHEYENNE in said State, in pursuance of a resolution of the directors of said company, passed on the 23rd day of May, 1994 of the first part, in consideration of the sum of Forty Four Thousand Four Hundred Fifty Dollars and no/100 Dollars to its in hand paid by Fleet Mortgage Corp. whose address is c/o 11200 West Parkland Avenue Milwaukee, WI 53224 of the second part, the receipt whereof is hereby acknowledged, ha s sold, and by these presents do sell, assign, and transfer unto the said part y of the second part a certain Indenture of Mortgage bearing date the 23rd day of May, in the year One Thousand Nine Hundred Ninety Four made by Jerry Leon Wiswell and Wanda J. Wiswell, Husband and Wife in favor of Wallick and Volk, Inc. and conveying the

FOLLOWING LEGAL DESCRIPTION

Lot 3, Block 18 of the C.P. MacGlashan's First Addition to the Town of Big Piney, Sublette County, Wyoming.

Section No. ____, In Township No. ____, in Range No. ____, West of the 6th P.M., in Sublette County, in the State of Wyoming and which said Mortgage was recorded in the office of THE COUNTY CLERK in said County of Sublette on the 27TH day of MAY, in the year 1994, in Book 59 of Mortgages, at page 542 together with the notes and obligations therein described, without recourse on me in any event or for any cause:

TO HAVE AND TO HOLD the same unto the said part Y of the second part, its executors, administrators, successors or assigns, subject only to the provisos in the said Indenture of Mortgage contained.

IN WITNESS WHEREOF, the said company has caused these presents to be signed in its name, by its President, and sealed with its corporate seal, attested by its Secretary, this 23rd day of May, 1994

246800

RECORDED June 9, 1994 10:45AM
IN BOOK 59 mtgs PAGE 611
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sarton

Attest:

JULIE ZEILER Assistant Secretary

WALLICK AND VOLK, INC.

By

ROBERT McBRIDE
VICE PRESIDENT

Witness _____

THE STATE OF WYOMING,
} ss.
}

* *

State of WYOMING }
County of LARAMIE }

ROBERT McBRIDE
VICE PRESIDENT

The foregoing instrument was acknowleged before me by WALLICK AND VOLK, INC. this Twenty Third day of May, 1994

Witness my hand and official seal.

BRENDA JACOBSON - NOTARY PUBLIC
COUNTY OF LARAMIE
STATE OF WYOMING
MY COMMISSION EXPIRES JULY 28 199

Signature

NOTARY PUBLIC
Title of Officer

Assignment of Mortgage
Rev. (11/86)

MORTGAGE

THIS MORTGAGE granted from DONALD BREWER and LAURA L. BREWER, husband and wife, of Sublette County, Wyoming, hereinafter referred to as Mortgagor, to ELIZABETH A. ELLIS (and successors), AS TRUSTEE OF THE ANNE E. BARGER FAMILY TRUST, dated December 26, 1989, Sweetwater County, Wyoming, hereinafter referred to as Mortgagee.

Mortgagor, for and in consideration of the sum of $8,905.50, to secure the indebtedness hereinafter set forth, does hereby mortgage to Mortgagee the real property situated in Sublette County, Wyoming, and described as:

> Lot 26, Big Country Ranches, Third Filing, Sublette County, Wyoming, as the same appears of record on the official plat thereof recorded in the office of the County Clerk, Sublette County, Wyoming;
>
> TOGETHER WITH all improvements and appurtenances thereto appertaining.

said indebtedness being payable as follows:

The principal balance of $8,905.50, together with interest thereon at the rate of 10% per annum, from the 1st day of May, 1994, shall be payable in monthly installments of principal and interest in the amount of $117.69 each, the first payment being due on the 1st day of June, 1994, and continuing monthly thereafter until the entire balance of principal and accrued interest are paid in full.

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

Mortgagor covenants and agrees as follows:

1. The lien of this mortgage shall remain in full force and effect during any postponement or extension of the time of payment of any part of the indebtedness secured hereby.

2. Mortgagor shall pay or cause to be paid all taxes and assessments (including without limitation any homeowner assessments) levied or assessed against the property beginning in 1994, and shall comply with all recordation and other laws affecting the security of this mortgage, at the expense of Mortgagor.

3. Mortgagor shall not permit the interest of Mortgagee 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.

4. If Mortgagor defaults in the payment of taxes, assessments, insurance premiums other lawful charges, Mortgagee may, without notice or demand, pay the same. Mortgagor covenants and agrees that all such sums of money so expended, together with

RECORDED June 9, 1994 1:15PM
IN BOOK 59 MTG PAGE 612
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

Rlsd. BK 17 pg 651 1/11/96 612

all costs of enforcement and reasonable attorney's fees, shall be added to the debt hereby secured, and agrees to repay the same and all expenses so incurred by Mortgagee, with interest thereon from the date of payment at the interest rate provided in the note or notes secured hereby until repaid, and the same shall be a lien upon the property and be secured by this mortgage. Mortgagee is not required by this provision to advance such funds.

5. Should Mortgagor default in the performance of any of the terms and conditions of this mortgage by it to be performed, 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, Mortgagee may cause to be executed and delivered to the purchaser or purchasers a proper certificate of sale of the property so sold. Mortgagor agrees to pay all costs of enforcement and of foreclosure, including reasonable attorney's fees. The failure of Mortgagee to promptly foreclose following a default shall not prejudice any right of Mortgagee to foreclose thereafter during the continuance of such default or any right to foreclose in case of further default or defaults. The proceeds from any such sale shall be applied to the payment of: (1st) the costs and expenses of the foreclosure and sale, including reasonable attorney's fees, and all money expended or advanced by Mortgagee pursuant to the provisions of this mortgage; (2nd) all unpaid taxes, assessments, claims and liens on the property which are superior to the lien of this mortgage; (3rd) the balance due to Mortgagee on account of principal and interest and late charges on the indebtedness hereby secured; and (4th) the surplus, if any, shall be paid to Mortgagor (subject to the rights of any junior lienholders).

6. If the property described herein is sold under foreclosure or otherwise and the proceeds are insufficient to pay the total indebtedness hereby secured, Mortgagor shall be personally bound to pay the unpaid balance of the note or notes secured hereby and any other indebtedness secured hereby, and Mortgagee shall be entitled to a deficiency judgment.

7. Upon notice of default pursuant to law or abandonment of the property and at any time prior to the expiration of any period of redemption following foreclosure sale, Mortgagee shall be entitled to enter upon, take possession of and manage the property and to collect any rents of the property, including those past due. Any rents so collected by Mortgagee shall be applied first to payment of the costs of management of the property and collection of rents, including, but not limited to, reasonable attorney's fees, and then to the sums secured by this mortgage.

[redacted] Mortgagor shall not cr[redacted] incur or suffer to ex[redacted]ny other mortgage or lien on the property which is not junior to the lien of this mortgage.

9. If all or any part of the property or an interest therein is sold or transferred by Mortgagor without written permission of Mortgagee, excluding the creation of a lien or encumbrance subordinate to this mortgage, Mortgagee may, at Mortgagee's option, declare all the sums secured by this mortgage to be immediately due and payable. Entering into a contract to sell said property shall be a transfer for the purposes of this Paragraph.

10. 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 the last known mailing address of such person (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.

11. The acceptance of this mortgage and the note or notes it secures by Mortgagee shall be an acceptance of the terms and conditions contained herein.

12. 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 parties. 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, this mortgage has been executed by Mortgagor this 31 day of [illegible], 1994.

Donald Brewer
DONALD BREWER

Laura L. Brewer
LAURA L. BREWER

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

The foregoing mortgage was acknowledged before me this 31st day of [illegible], 1994, by DONALD BREWER and LAURA L. BREWER.
WITNESS my hand and official seal.

Debi K Ruland
Notary Public

DEBI K. RULAND - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Sept. 14, 1996

615 12/14/94 Released Bk 17 Rel. Pg. 231

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

THOMAS E. BLAGG and **JEANNE E. BLAGG,** husband and wife, mortgagors, of P.O. Box 456, Pinedale WY 82941, to secure the payment of Eighty-Five Thousand Ten and NO/100 ($85,010.00) Dollars, payable in one payment of $94,361.10, which includes interest at the rate of 11% per annum from 5/17/94, said payment is due on or before 5/17/95, as evidenced by one Promissory Note of even date herewith, do hereby mortgage to the **FIRST NATIONAL BANK OF PINEDALE**, mortgagee, whose address is P.O. Box 519, Pinedale, WY 82941, the following described real estate, situate in the County of Sublette, in the State of Wyoming, to-wit:

> Lot Five (5) of the Favazzo Subdivision, 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 for Sublette County, Wyoming;
> TOGETHER WITH all improvements and appurtenances thereunto appertaining;
> SUBJECT TO reservations and restrictions contained in the United States patents or of record, to easements and rights-of-way of record or in use and to prior mineral reservations of record.
> SUBJECT TO restrictions and covenants governing Favazzo Subdivision as recorded on 10/3/67 in Book 24 of Misc., page 417 in the office of the County Clerk for Sublette County, Wyoming;
> NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM.
> NO PROPOSED DOMESTIC WATER SOURCE.
> NO PROPOSED PUBLIC MAINTENANCE OF STREETS OR ROADS.

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

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee, its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said

246820

RECORDED June 10, 1994 4:00 PM
IN BOOK 59 Mtg. PAGE 615
FEES 8.00 COUNTY CLERK
COUNTY CLERK
By Cathy Sexton

property, and out of the proceeds of such sale the mortgagors shall pay all sums due hereunder, together with all cost of sale and foreclosure, including reasonable dollars, as attorney's fees.

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

DATED this 17 day of May, 1994.

THOMAS E. BLAGG

JEANNE E. BLAGG

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by THOMAS E. BLAGG and JEANNE E. BLAGG, this 26 day of May, 1994.

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires:

My Commission Expires: 10-06-96

617 Rlsd. BK 17 pg. 501 8/4/95

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

GIL WINTERS and **JENNIFER WINTERS,** husband and wife, mortgagors, of P.O. Box 1561, Pinedale, WY 82941, to secure the payment of Sixty-Five Thousand Ten and NO/100 ($65,010.00) Dollars, payable in one payment of $71,511.00, which includes interest at the rate of 10% per annum from 5/23/94, said payment is due on or before 5/23/95, as evidenced by one Promissory Note of even date herewith, do hereby mortgage to the **FIRST NATIONAL BANK OF PINEDALE**, mortgagee, whose address is P.O. Box 519, Pinedale, WY 82941, the following described real estate, situate in the County of Sublette, in the State of Wyoming, to-wit:

> Lot Seventeen (17) of the Sublette Golf Course Subdivision, 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 for Sublette County, Wyoming;
> TOGETHER WITH all improvements and appurtenances thereunto appertaining;
> SUBJECT TO reservations and restrictions contained in the United States patents or of record, to easements and rights-of-way of record or in use and to prior mineral reservations of record.

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

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

246821

RECORDED June 10, 1994 9:00 M
IN BOOK 59 Mtg 1 PAGE 617
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sackett

DATED this 23 day of May, 1994.

GIL WINTERS

JENNIFER WINTERS

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by GIL WINTERS and JENNIFER WINTERS,this 25TH day of MAY, 1994.

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires: 2-3-97

TONI A. BOHNET
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
Feb. 2, 1997

619 Released BK 17 Pg 225 12/12/94

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

LARRY J. KIRKPATRICK and **PAMELYN R. KIRKPATRICK,** husband and wife, mortgagors, of P.O. Box 626, Pinedale, WY 82941, to secure the payment of One Hundred Two Thousand Ten and NO/100 ($102,010.00) Dollars, payable in one payment of $107,543.69, which includes interest at the rate of 11% per annum from 5/23/94, said payment is due on or before 11/19/94, as evidenced by one Promissory Note of even date herewith, do hereby mortgage to the **FIRST NATIONAL BANK OF PINEDALE,** mortgagee, whose address is P.O. Box 519, Pinedale, WY 82941, the following described real estate, situate in the County of Sublette, in the State of Wyoming, to-wit:

> Lot Four (4) of the Scenic View Subdivision, 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 for Sublette County, Wyoming;
> TOGETHER WITH all improvements and appurtenances thereunto appertaining;
> SUBJECT TO reservations and restrictions contained in the United States patents or of record, to easements and rights-of-way of record or in use and to prior mineral reservations of record.
> SUBJECT TO all restrictions and covenants governing Scenic View Subdivision as recorded in the office of the County Clerk, Sublette County, Wyoming.

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

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

246822

RECORDED June 10, 1994 4:00 PM
IN BOOK 59 mtg PAGE 619
FEES 8.00 COUNTY CLERK
COUNTY CLERK
By

[redacted] Hereby relinquishing and [redacted]ing all rights under and by [redacted] of the homestead laws of said state.

DATED this 23 day of May, 1994.

Larry J. Kirkpatrick
LARRY J. KIRKPATRICK

Pamelyn R. Kirkpatrick
PAMELYN R. KIRKPATRICK

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by LARRY J. KIRKPATRICK and PAMELYN R. KIRKPATRICK, this 23RD day of MAY, 1994.

Witness my hand and official seal.

TONI A. BONNET
County of Sublette
My Commission Expires: Feb. 2, 19[illegible]
Notary Public
State of [illegible]

My Commission Expires: 2-2-97

Toni A. Bonnet
NOTARY PUBLIC

620

621 Released Bk 17 Rel. pg. 185

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

ALVIN E. BING and EDNA S. BING, husband and wife, mortgagors, of P.O. Box 1083, Pinedale, WY 82941, to secure the payment of Twenty-Two Thousand Ten and NO/100 ($22,010.00) Dollars, payable in 120 equal monthly payments of $290.86 each, which include interest at the rate of 10% per annum from 6/9/94; first said monthly payment is due on or before 7/9/94 and on the 9th day of each month thereafter until paid in full as evidenced by one Promissory Note of even date herewith, do hereby mortgage to the FIRST NATIONAL BANK OF PINEDALE, mortgagee, whose address is P.O. Box 519, Pinedale, WY 82941, the following described real estate, situate in the County of Sublette, in the State of Wyoming, to-wit:

> Lots Seventeen (17) and Eighteen (18), Block Twenty-Three (23) of the Hennick 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 for Sublette County, Wyoming;
> TOGETHER WITH all improvements and appurtenances thereunto appertaining;
> SUBJECT TO reservations and restrictions contained in the United States patents or of record, to easements and rights-of-way of record or in use and to prior mineral reservations of record.

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

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

246823

RECORDED June 10, 1994 4:00PM
IN BOOK 59 Mtg PAGE 621
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

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

DATED this 9 day of ~~February~~ June, 1994.

Alvin E. Bing
ALVIN E. BING

Edna S. Bing
EDNA S. BING

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by ALVIN E. BING and EDNA S. BING, this 9th day of June, 1994.

Witness my hand and official seal.

Marylin Bailey
NOTARY PUBLIC

My Commission Expires:

My Commission Expires 10-06-96

622

623 Released BK 17 Pg. 279 4/1/96

KEY BANK

KEY BANK OF WYOMING
JACKSON
120 W. PEARL ST.
JACKSON, WY 83001
307-733-4884 (Lender)

MORTGAGE

246838

RECORDED June 13, 1995 2:20 PM
IN BOOK 59 Mtg. PAGE 623
FEES 11.00 Mary [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sackett

BORROWER	MORTGAGOR
WILLIAM R. LEEK MARINA S MCISAAC	WILLIAM R LEEK , a/k/a WILLIAM ROY LEEK MARINA S MCISAAC a/k/a MARINA STOCK MCISAAC HUSBAND AND WIFE
ADDRESS 516 W 18TH STREET TEMPE, AZ 84281	ADDRESS 516 W 18TH STREET TEMPE, AZ 84281
TELEPHONE NO. 306-894-0232 IDENTIFICATION NO.	TELEPHONE NO. 306-894-0232 IDENTIFICATION NO.

This document was prepared by the Lender indicated above.

In consideration of the loan or other credit accommodation hereinafter specified and any future advances or future Obligations which may hereinafter be advanced or incurred and the trust hereinafter mentioned and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby warrants and mortgages to Lender, its successors and assigns, with power of sale and right of entry and possession all of Mortgagor's present and future estate, right, title and interest in and to the real property described in Schedule A which is attached to this Mortgage and incorporated herein together with all present and future improvements and fixtures; privileges, hereditaments, and appurtenances; leases, licenses and other agreements; rents, issues and profits; water, well, ditch, reservoir and mineral rights and stocks pertaining to the real property (cumulatively "Property"); until payment in full of all Obligations secured hereby.

Moreover, in further consideration, Mortgagor does, for Mortgagor and Mortgagor's heirs, representatives and assigns, hereby expressly warrant, covenant, and agree with Lender its successors and assigns as follows:

1. OBLIGATIONS. This Mortgage shall secure the payment and performance of all present and future indebtedness, liabilities, obligations and covenants of Borrower or Mortgagor (cumulatively "Obligations") to Lender pursuant to:

(a) this Mortgage and the following promissory notes and other agreements:

INTEREST RATE	PRINCIPAL AMOUNT/ CREDIT LIMIT	FUNDING/ AGREEMENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER
FIXED	$152,451.00	05/27/94	05/27/95	80807	102934

(b) all other present or future, written agreements with Lender which refer specifically to this Mortgage **(whether executed for the same or different purposes than the foregoing)**;

(c) any guaranty of obligations of other parties given Lender now or hereafter executed which refers to this Mortgage;

(d) future advances, whether made under an open-end credit agreement or otherwise, to the same extent as if made contemporaneously with the execution of this Mortgage, made or extended on behalf of Mortgagor or Borrower. Mortgagor agrees that if one of the Obligations is a line of credit, the lien of this Mortgage shall continue until payment in full of all debt due under the line notwithstanding the fact that from time to time (but before termination of the line) no balance may be outstanding;

(e) all repeated amendments, extensions, renewals, modifications, replacements or substitutions to any of the foregoing.

As used in this Paragraph 1, the terms Mortgagor and Borrower shall include and also mean any Mortgagor or Borrower if more than one.

2. REPRESENTATIONS, WARRANTIES AND COVENANTS. Mortgagor represents, warrants and covenants to Lender that:

(a) Mortgagor shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Mortgage and those described in Schedule B which is attached to this Mortgage and incorporated herein by reference, which Mortgagor agrees to pay and perform in a timely manner;

(b) Mortgagor is in compliance in all respects with all applicable federal, state and local laws and regulations, including, without limitation, those relating to "Hazardous Materials", as defined herein, and other environmental matters (the "Environmental Laws"), and neither the federal government nor the State of Wyoming or any other governmental or quasi governmental entity has filed a lien on the Property, nor are there any governmental, judicial or administrative actions with respect to environmental matters pending, or to the best of the Mortgagor's knowledge, threatened, which involve the Property. Neither Mortgagor nor, to the best of Mortgagor's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any Hazardous Materials as defined herein, in connection with the Property or transported any Hazardous Materials to or from the Property. Mortgagor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) friable or nonfriable asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; and (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect. Mortgagor shall not lease or permit the sublease of the Property to a tenant or subtenant whose operations may result in contamination of the Property with Hazardous Materials or toxic substances;

(c) All applicable laws and regulations (including, without limitation, the Americans with Disabilities Act, 42 U.S.C. 12101 et seq. (and all regulations promulgated thereunder) and all zoning and building laws and regulations) relating to the Property by virtue of any federal, state or municipal authority with jurisdiction over the Property presently are and shall be observed and complied with in all material respects, and all rights, licenses, permits, and certificates of occupancy (including but not limited to zoning variances, special exceptions for nonconforming uses, and final inspection approvals), whether temporary or permanent, which are materials to the use and occupancy of the Property, presently are and shall be obtained, preserved and, where necessary, renewed;

(d) Mortgagor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Mortgagor at any time;

(e) No action or proceeding is or shall be pending or threatened which might materially affect the Property; and

(f) Mortgagor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage.

3. PRIOR MORTGAGES. Mortgagor represents and warrants that there are no prior mortgages or deeds of trust affecting any part of the Property except as set forth on Schedule B attached to this Mortgage which Mortgagor agrees to pay and perform in a timely manner. If there are any prior mortgages or deeds of trust then Mortgagor agrees to pay all amounts owed, and perform all obligations required, under such mortgages or deeds of trust and the indebtedness secu[redacted]y and further agrees that a default under an[redacted]ortgage or deed of trust shall be a default u[redacted]Mortgage and shall entitle Lender to all rights and remedies contained herein or in the Obligations to which Lender would be entitled in the event of a[redacted]default.

4. TRANSFER [redacted] PROPERTY OR BENEFICIAL INTERESTS [redacted] GAGORS OR BORROWERS. In the event o[redacted] onveyance, lease, contract for deed or transfer to any person of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Mortgagor (if Borrower or Mortgagor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity), Lender may, at its option declare the outstanding principal balance of the Obligations plus accrued interest thereon immediately due and payable, or, at Lender's sole option, Lender may consent to said conveyance in writing and may increase the interest rate of the Obligations to the interest rate which Lender would then commit to make a first mortgage loan of similar character with similar security, as determined by Lender in its sole discretion, or compensate Lender for such increased risk resulting from the breach of the foregoing covenants. At Lender's request, Mortgagor or Borrower, as the case may be, shall furnish a complete statement setting forth all of its stockholders or partners, as appropriate, and the extent of their respective stock ownership or partnership interests.

5. ASSIGNMENT OF RENTS. In consideration of the Obligations, which are secured by this Mortgage, Mortgagor absolutely assigns to Lender all Mortgagor's estate, right, title, interest claim and demand now owned or hereafter acquired in all existing and future leases of the Property (including extensions, renewals and subleases), all agreements for use and occupancy of the Property (all such leases and agreements whether written or oral, are hereafter referred to as the "Leases"), and all guaranties of lessees' performance under the Leases, together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues, profits and other income of any nature now or hereafter due (including any income of any nature coming due during any redemption period) under the Leases or from or arising out of the Property including minimum rents, additional rents, percentage rents, parking or common area maintenance contributions, tax and insurance contributions, deficiency rents, liquidated damages following default in any Lease, all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability caused by destruction or damage to the Property, all proceeds payable as a result of a lessee's exercise of an option to purchase the Property all proceeds derived from the termination or rejection of any Lease in a bankruptcy or other insolvency proceeding, and all proceeds from any rights and claims of any kind which Mortgagor may have against any lessee under the Leases or any occupants of the Property (all of the above are hereafter collectively referred to as the "Rents"). This assignment is subject to the right, power and authority given to the Lender to collect and apply the Rents. The lien created by this assignment is intended to be specific, perfected, and choate upon the recording of this Mortgage. As long as there is no default under the Obligations or this Mortgage, Lender grants Mortgagor a revocable license to collect all Rents from the Leases when due and to use such proceeds in Mortgagor's business operations. However, Lender may at any time require Mortgagor to deposit all Rents into an account maintained by Mortgagor or Lender at Lender's institution. Upon default in the payment of, or in the performance of, any of the Obligations, Lender may at its option take possession of the Property and have, hold, manage, lease and operate the Property on terms and for a period of time that Lender deems proper. Lender may proceed to collect and receive all Rents, from the property, and Lender shall have full power to periodically make alterations, renovations, repairs or replacements to the Property as Lender may deem proper. Lender may apply all Rents to the payment of the cost of such alterations, renovations, repairs and replacements and any expenses incident to taking and retaining possession of the Property and the management and operation of the Property. Lender may keep the Property properly insured and may discharge any taxes, charges, claims, assessments and other liens which may accrue. The expense and cost of these actions may be paid from the Rents received, and any unpaid amounts shall be added to the principal of the Obligations. These amounts, together with other costs, shall become part of the Obligations secured by this Mortgage.

6. LEASES AND OTHER AGREEMENTS. Mortgagor shall not take or fail to take any action which may cause or permit the termination or the withholding of any payment in connection with any Lease or other agreement ("Agreement") pertaining to the Property. In addition, Mortgagor, without Lender's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Mortgagor's rights, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Mortgagor receives at any time any written communication asserting a default by Mortgagor under an Agreement or purporting to terminate or cancel any Agreement, Mortgagor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender. All such Agreements and the amounts due to Mortgagor thereunder are hereby assigned to Lender as additional security for the Obligations.

7. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lender shall be entitled to notify or require Mortgagor to notify any third party (including, but not limited to, lessees, licensees, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Mortgagor with respect to the Property (cumulatively "Indebtedness") whether or not a default exists under this Mortgage. Mortgagor shall diligently collect the Indebtedness owing to Mortgagor from these third parties until the giving of such notification. In the event that Mortgagor possesses or receives possession of any instruments or other remittances with respect to the Indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any Indebtedness or the payment of any insurance or condemnation proceeds, Mortgagor shall hold such instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required, to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral upon, or otherwise settle any of the Indebtedness whether or not an event of default exists under this Agreement. Lender shall not be liable to Mortgagor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Notwithstanding the foregoing, nothing herein shall cause Lender to be deemed a mortgagee in possession.

8. USE AND MAINTENANCE OF PROPERTY. Mortgagor shall take all actions and make any repairs needed to maintain the Property in good condition. Mortgagor shall not commit or permit any waste to be committed with respect to the Property. Mortgagor shall use the Property solely in compliance with applicable law and insurance policies. Mortgagor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the beneficial interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Mortgagor's sole expense.

9. LOSS OR DAMAGE. Mortgagor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any cause whatsoever. In the event of any Loss or Damage, Mortgagor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.

10. INSURANCE. The Property will be kept insured for its full insurable value (replacement cost) against all hazards including loss or damage caused by flood, earthquake, tornado and fire, collision, theft or other casualty to the extent required by Lender. Mortgagor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least 30 days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a loss payee and provide that no act or omission of Mortgagor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. In the event Mortgagor fails to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and the insurance cost shall be an advance payable and bearing interest as described in Paragraph 21 and secured hereby. Mortgagor shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Mortgagor in making and settling claims under insurance policies, cancelling any policy or endorsing Mortgagor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constantly assigned, pledged and delivered to Lender for further securing the Obligations. In the event of loss, Mortgagor shall immediately give Lender written notice and Lender is authorized to make proof of loss. Each insurance company is directed to make payments directly to Lender instead of to Lender and Mortgagor. Lender shall have the right, at its sole option, to apply such monies toward the Obligations or toward the cost of rebuilding and restoring the Property. Any amounts may at Lender's option be applied in the inverse order of the due dates thereof.

11. ZONING AND PRIVATE COVENANTS. Mortgagor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Mortgagor's use of the Property becomes a nonconforming use under any zoning provision, Mortgagor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Mortgagor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.

12. CONDEMNATION. Mortgagor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Mortgagor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property.

13. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS. Mortgagor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Mortgagor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Mortgagor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name.

14. INDEMNIFICATION. Lender shall not assume or be responsible for the performance of any of Mortgagor's obligations with respect to the Property under any circumstances. Mortgagor shall immediately provide Lender with written notice of and indemnify and hold Lender and its shareholders, directors, officers, employees and agents harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses), causes of action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Mortgagor, upon the request of Lender, shall hire legal counsel to defend Lender from such Claims, and pay the attorneys' fees, legal expenses and other costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Mortgagor's cost. Mortgagor's obligation to indemnify Lender under this paragraph shall survive the termination, release or foreclosure of this Mortgage.

15. TAXES AND ASSESSMENTS. Mortgagor shall pay all taxes and assessments relating to Property when due and immediately provide Lender evidence of payment of same. Upon the request of Lender, Mortgagor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance premium, taxes and assessments pertaining to the Property. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so held to pay any taxes or against the Obligations. Any funds applied may, at Lender's option, be applied in reverse order of the due date thereof.

16. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Mortgagor shall allow Lender or its agents to examine and inspect the Property and examine, inspect and make copies of Mortgagor's books and records pertaining to the Property from time to time. Mortgagor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Mortgagor's books and records shall be genuine, true, accurate and complete in all respects. Mortgagor shall note the existence of Lender's beneficial interest in its books and records pertaining to the Property. Additionally, Mortgagor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Mortgagor's financial condition or the Property. The information shall be for such periods, shall reflect Mortgagor's records at such time, and shall be rendered with such frequency as Lender may designate. All information furnished by Mortgagor to Lender shall be true, accurate and complete in all respects, and signed by Mortgagor if Lender requests.

17. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Mortgagor shall deliver to Lender, or any intended transferee of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance on the Obligations; and (b) whether Mortgagor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature or such claims, defenses, set-offs or counterclaims. Mortgagor will be conclusively bound by any representation that Lender may make to the intended transferee with respect to these matters in the event that Mortgagor fails to provide the requested statement in a timely manner.

18. DEFAULT. Mortgagor shall be in default under this Mortgage in the event that Mortgagor, Borrower or any guarantor of any Obligation:

(a) fails to pay any Obligation to Lender when due;
(b) fails to perform any Obligation or breaches any warranty or covenant to Lender contained in this Mortgage or any other present or future agreement;
(c) destroys, loses or damages the Property in any material respect or the Property becomes subject to seizure, confiscation or condemnation;
(d) seeks to revoke, terminate or otherwise limit its liability under any guaranty to Lender or any individual guarantor dies;
(e) dies, becomes legally incompetent, is dissolved or terminated, becomes insolvent, makes an assignment for the benefit of creditors, fails to pay debts as they become due, files a petition under the federal bankruptcy laws, has an involuntary petition in bankruptcy filed in which Mortgagor, Borrower or any guarantor is named or has property taken under any writ or process of court;
(f) allows goods to be used on, transported or stored on the Property, the possession, transportation, or use of which, is illegal;
(g) allows any party other than Mortgagor or Borrower to assume or undertake any Obligation without the written consent of Lender; or
(h) causes Lender to deem itself insecure due to a significant decline in the value of the Property; or Lender, in good faith, believes that the prospect of payment or performance is impaired.

19. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):

(a) to declare the Obligations immediately due and payable in full;
(b) to collect the outstanding Obligations with or without resorting to judicial process;
(c) to require Mortgagor to deliver and make available to Lender any personal property or Chattels constituting the Property at a place reasonably convenient to Mortgagor and Lender;
(d) to enter upon and take possession of the Property without applying for or obtaining the appointment of a receiver and, at Lender's option, to appoint a receiver without bond, without first bringing suit on the Obligations and without otherwise meeting any statutory conditions regarding receivers, it being intended that Lender shall have this contractual right to appoint a receiver;
(e) to employ a managing agent of the Property and let the same, in the name of Lender or in the name of Mortgagor, and receive the rents, incomes, issues and profits of the Property and apply the same, after payment of all necessary charges and expenses, on account of the Obligations;
(f) to pay any sums in any form or manner deemed expedient by Lender to protect the security of this Mortgage or to cure any default other than payment of interest or principal on the Obligations;
(g) to foreclose this Mortgage either by suit at law or equity, as Lender may elect, or to foreclose this Mortgage by advertisement and sale of the property at public venue for cash, according to Wyoming statutes governing mortgage foreclosures;
(h) to set-off Mortgagor's Obligations against any amounts owed Mortgagor by Lender including, but not limited to, monies, instruments, and deposit accounts maintained with Lender or any currently existing or future affiliate of Lender; and
(i) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Mortgagor, Mortgagor waives the posting of any bond which might otherwise be required. Lender or Lender's designee may purchase the Property at any sale. The Property or any part thereof may be sold in one parcel, or in such parcels, manner or order as Lender in its sole discretion may elect, and one or more exercises of the power herein granted shall not extinguish or exhaust the power unless the entire Property are sold or the Obligations paid in full.

20. SECURITY INTEREST UNDER THE UNIFORM COMMERCIAL CODE. This Mortgage shall be considered a financing statement pursuant to the provisions of the Uniform Commercial Code covering fixtures, chattels, and articles of personal property now owned or hereafter attached to or to be used in connection with the Property together with any and all replacements thereof and additions thereto (the "Chattels"), and Mortgagor hereby grants Lender a security interest in such Chattels. The debtor is the Mortgagor described above. The secured party is the Lender described above. Upon demand, Mortgagor shall make, execute and deliver such security agreements (as such term is defined in the Uniform Commercial Code of Wyoming) as Lender at any time may deem necessary or proper or require to grant to Lender a perfected security interest in the Chattels, and upon Mortgagor's failure to do so, Lender is authorized to sign any such agreement as the agent of Mortgagor. Mortgagor hereby authorizes Lender to file financing statements (as such term is defined in said Uniform Commercial Code) with respect to the Chattels, at any time, without the signature of Mortgagor. Mortgagor will, however, at any time upon request of Lender, sign such financing statements. Mortgagor will pay all filing fees for the filing of such financing statements and for the refiling thereof at the times required, in the opinion of Lender, by said Uniform Commercial Code. If the lien of this Mortgage be subject to any security agreement covering the Chattels, then in the event of any default under this Mortgage, all the right, title and interest of Mortgagor in and to any and all of the Chattels is hereby assigned to Lender, together with the benefit of any deposits or payments now or hereafter made thereof by Mortgagor or the predecessors or successors in title of Mortgagor in the Property.

21. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Lender, at Lender's option, may expend funds (including attorneys' fees and legal expenses) to perform any act required to be taken by Mortgagor or to exercise any right or remedy of Lender under this Mortgage. Upon demand, Mortgagor shall immediately reimburse Lender for all such amounts expended by Lender together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the beneficial interest granted herein. If the Obligations are paid after the beginning of publication of notice of sale, as herein provided, or in the event Lender shall, at its sole option, permit Mortgagor to pay any part of the Obligations after the beginning of publication of notice of sale, as herein provided, then, Mortgagor shall pay on demand all expenses incurred by the Lender in connection with said publication, including reasonable attorneys' fees to the attorneys for the Lender, and this Mortgage shall be security for all such expenses and fees.

22. APPLICATION OF PAYMENTS. All payments made by or on behalf of Mortgagor may be applied against the amounts paid by Lender (including attorneys' fees and legal expenses) in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Lender chooses.

23. POWER OF ATTORNEY. Mortgagor hereby appoints Lender as its attorney-in-fact to endorse Mortgagor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Mortgagor under this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Mortgagor from any Obligation or cure any default under this Mortgage. The powers of attorney described in this Mortgage are coupled with an interest and are irrevocable.

24. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.

25. COLLECTION COSTS. To the extent permitted by law, Mortgagor agrees to pay Lender's reasonable fees and costs, including but not limited to fees and costs of attorneys and other agents (including without limitation paralegals, clerks and consultants), which are incurred by Lender in collecting any amount due or enforcing any right or remedy under this Mortgage or any other agreement between Mortgagor and Lender, all whether or not suit is brought and including but not limited to fees and costs incurred on appeal, in bankruptcy, and for post-judgment collection actions and whether or not such attorney is an employee of Lender.

26. PARTIAL RELEASE. Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Nothing herein shall be deemed to obligate Lender to release any of its interest in the Property, nor shall Lender be obligated to release any part of the Property if Mortgagor is in default under this Mortgage.

27. MODIFICATION AND WAIVER. The modification or waiver of any of Mortgagor's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by Lender. Lender may perform any of Borrower's or Mortgagor's Obligations, delay or fail to exercise any of its rights or accept payments from Mortgagor or anyone other than Mortgagor without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Mortgagor's Obligations under this Mortgage shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the Obligations belonging to any Mortgagor, Borrower or third party or any of its rights against any Mortgagor, Borrower or third party or any of the Property. Lender's failure to insist upon strict performance of any of the Obligations shall not be deemed a waiver and Lender shall have the right at any time thereafter to insist upon strict performance.

[redacted] [redacted] [redacted]

28. SUCCES[redacted]D ASSIGNS. This Mortgage shall be bindi[redacted]and inure to the benefit of Mortgagor and [redacted]d their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees and devisees.

29. NOTICES. Except as otherwise required by law, any notice or other communication to be provided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties may designate in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given three (3) days after such notice is sent and any other such notice shall be deemed given when received by the person to whom such notice is being given.

30. SEVERABILITY. If any provision of this Mortgage violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable.

31. APPLICABLE LAW. This Mortgage shall be governed by the laws of the State of Wyoming. Unless applicable law provides otherwise, Mortgagor consents to the jurisdiction and venue of any court selected by Lender, in its sole discretion, located in Wyoming.

32. MISCELLANEOUS. Mortgagor and Lender agree that time is of the essence. Mortgagor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Mortgagor in this Mortgage shall include all persons signing below. If there is more than one Mortgagor, their Obligations shall be joint and several. This Mortgage represents the complete integrated understanding between Mortgagor and Lender pertaining to the terms and conditions hereof.

33. RELEASE AND WAIVER OF HOMESTEAD. 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 Mortgagor is lawfully seized of said Property, that it is free from all encumbrances, and hereby covenants to warrant and defend the title of said Property against the lawful claims of all persons whomsoever.

Any Mortgagor who signs this Mortgage but does not execute the Note or Agreement evidencing the Obligations (the "Note"): (a) is signing this document to grant and convey their interest in the Property under the terms of this document; (b) is not personally obligated to pay the Note; (c) agrees that Lender and any Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this document or the Note without that Mortgagor's consent; (d) hereby releases and forever quit-claims unto Lender, as Mortgagee, all his/her rights of homestead in and to the Property.

34. ADDITIONAL TERMS.

ONE DISBURSEMENT PER MONTH WITH 72 HOUR NOTICE ON BANK FORM WITH COPIES OF INVOICES ATTACHED DISBURSEMENT REQUST TO BE SIGNED BY OWNER AND CONTRACTOR PER DRAW CONDITIONS LISTED ON PROMISORRY NOTE DATED MAY 27, 1994.

Mortgagor acknowledges that Mortgagor has read, understands, and agrees to the terms and conditions of this Mortgage.

IN WITNESS HEREOF, Mortgagor has executed this instrument either individually or has caused this instrument to be executed and delivered in its name by its duly authorized representative on the date of the acknowledgment.

Dated this 27TH day of MAY, 1994.

MORTGAGOR: WILLIAM R LEEK

William R. Leek

WILLIAM R LEEK A/K/A WILLIAM ROY LEEK

MORTGAGOR: MARINA S MCISAAC

Marina S. McIsaac

MARINA S MCISAAC A/K/A MARINA STOCK MCISAAC

MORTGAGOR:

STATE OF ARIZONA
COUNTY OF [illegible] } ss.

This instrument was [illegible] this 31st day of May, 94 by William R Leek & Marina S McIsaac

In witness whereof I hereunto set my hand and official seal.

Carol L Trauba, NOTARY PUBLIC

My Commission Expires Oct 5, 1994

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

626

627

STATE OF WYOMING)
) ss:
COUNTY OF _____)

On this _____ day of _____ , _____ , before me personally appeared _____ to me known to be the person(s) described in and who executed the executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed, including the release and waiver of the right of homestead.

Given under my hand and seal this _____ day of _____ , _____ .

(SEAL)

_____
Notary Public

My Commission Expires:

_____

STATE OF WYOMING)
) ss:
COUNTY OF _____)

On this _____ day of _____ , _____ , before me personally appeared _____ , to me personally known, who, being by me duly sworn, did say that he/she/they are the _____ , respectively, of said _____ , executing the foregoing instrument, that said instrument was signed on behalf of said _____ , by authority of its _____ , and the above signed person(s) acknowledged the execution of said instrument to be the free act and deed of said _____ .

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

_____
Notary Public

My Commission Expires: _____

RELEASE OF HOMESTEAD RIGHTS:

STATE OF WYOMING)
) ss:
COUNTY OF LARAMIE _____)

On this _____ day of _____ , _____ , before me personally appeared _____ to me known to be the spouse of _____ , and who executed the foregoing instrument for purposes of waiving and relinquishing his/her homestead rights, acknowledged that he/she had been fully advised of his/her rights and the effect of signing, and acknowledged that he/she executed the foregoing instrument as his/her free act and deed.

Given under my hand and seal this _____ day of _____ , _____ .

(SEAL)

_____
Notary Public

My Commission Expires:

_____

SCHEDULE A

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

SCHEDULE B

AFTER RECORDING R[redacted]TO LENDER AT ITS ADDRESS DESCRIBED ABOVE.

SCHEDULE C

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

All of Tract 9, Sheet 6 of the Hoback Ranches Subdivision, Sublette County, Wyoming, **EXCEPTING THEREFROM** the following described part:

Beginning at the Southwest corner of said Tract 9 and running thence N.00°05'00"W., 656.06 feet to the northwest corner thereof; thence N.89°39'10"E., 340.16 feet along the north line of said Tract 9 to the centerline of Rim Road; thence along the centerline of Rim Road S.07°27'46"E., 46.44 feet; thence S.16°55'10"E., 268.87 feet; thence S.01°23'22"E., 128.65 feet; thence S.34°11'44"W., 163.62 feet; thence S.50°29'44"W., 140.62 feet to the south line of Tract 9; thence S.89°38'00"W., 226.15 feet to the Point of Beginning.

AND

Those portions of Tracts 10, 11 and 12, Sheet 6 of the Hoback Ranches Subdivision, Sublette County, Wyoming lying and being located south of the centerline of Rim Road.

629 Rlsd. BK 20 pg 725 3/23/01

Key Bank of Wyoming
BIG PINEY
440 BUDD AVENUE PO BOX 428
BIG PINEY, WY 83113
307-276-3961 (Lender)

MORTGAGE

246838

RECORDED June 13 1994 2:35PM
IN BOOK 59 MTG PAGE 629
FEES 14.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
BY TAMMY FIELDS

BORROWER	MORTGAGOR
JAMES R SCHAEFER KARALEE H SCHAEFER	JAMES R SCHAEFER KARALEE H SCHAEFER
ADDRESS PO BOX 1382 PINEDALE, WY 82941	ADDRESS PO BOX 1382 PINEDALE, WY 82941
TELEPHONE NO. 307-367-2409	TELEPHONE NO. 307-367-2409
IDENTIFICATION NO.	IDENTIFICATION NO.

This document was prepared by the Lender indicated above.

In consideration of the loan or other credit accommodation hereinafter specified and any future advances or future Obligations which may hereinafter be advanced or incurred and the trust hereinafter mentioned and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby warrants and mortgages to Lender, its successors and assigns, with power of sale and right of entry and possession all of Mortgagor's present and future estate, right, title and interest in and to the real property described in Schedule A which is attached to this Mortgage and incorporated herein together with all present and future improvements and fixtures; privileges, hereditaments, and appurtenances; leases, licenses and other agreements; rents, issues and profits; water, well, ditch, reservoir and mineral rights and stocks pertaining to the real property (cumulatively "Property"); until payment in full of all Obligations secured hereby.

Moreover, in further consideration, Mortgagor does, for Mortgagor and Mortgagor's heirs, representatives and assigns, hereby expressly warrant, covenant, and agree with Lender its successors and assigns as follows:

1. OBLIGATIONS. This Mortgage shall secure the payment and performance of all present and future indebtedness, liabilities, obligations and covenants of Borrower or Mortgagor (cumulatively "Obligations") to Lender pursuant to:

(a) this Mortgage and the following promissory notes and other agreements:

INTEREST RATE	PRINCIPAL AMOUNT/ CREDIT LIMIT	FUNDING/ AGREEMENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER
FIXED	$33,000.00	06/06/94	06/01/04		

(b) all other present or future, written agreements with Lender which refer specifically to this Mortgage **(whether executed for the same or different purposes than the foregoing)**;

(c) any guaranty of obligations of other parties given Lender now or hereafter executed which refers to this Mortgage;

(d) future advances, whether made under an open-end credit agreement or otherwise, to the same extent as if made contemporaneously with the execution of this Mortgage, made or extended on behalf of Mortgagor or Borrower. Mortgagor agrees that if one of the Obligations is a line of credit, the lien of this Mortgage shall continue until payment in full of all debt due under the line notwithstanding the fact that from time to time (but before termination of the line) no balance may be outstanding;

(e) all repeated amendments, extensions, renewals, modifications, replacements or substitutions to any of the foregoing.

As used in this Paragraph 1, the terms Mortgagor and Borrower shall include and also mean any Mortgagor or Borrower if more than one.

2. REPRESENTATIONS, WARRANTIES AND COVENANTS. Mortgagor represents, warrants and covenants to Lender that:

(a) Mortgagor shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Mortgage and those described in Schedule B which is attached to this Mortgage and incorporated herein by reference, which Mortgagor agrees to pay and perform in a timely manner;

(b) Mortgagor is in compliance in all respects with all applicable federal, state and local laws and regulations, including, without limitation, those relating to "Hazardous Materials", as defined herein, and other environmental matters (the "Environmental Laws"), and neither the federal government nor the State of Wyoming or any other governmental or quasi governmental entity has filed a lien on the Property, nor are there any governmental, judicial or administrative actions with respect to environmental matters pending, or to the best of the Mortgagor's knowledge, threatened, which involve the Property. Neither Mortgagor nor, to the best of Mortgagor's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any Hazardous Materials as defined herein, in connection with the Property or transported any Hazardous Materials to or from the Property. Mortgagor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) friable or nonfriable asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; and (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect. Mortgagor shall not lease or permit the sublease of the Property to a tenant or subtenant whose operations may result in contamination of the Property with Hazardous Materials or toxic substances;

(c) All applicable laws and regulations (including, without limitation, the Americans with Disabilities Act, 42 U.S.C. 12101 et seq. (and all regulations promulgated thereunder) and all zoning and building laws and regulations) relating to the Property by virtue of any federal, state or municipal authority with jurisdiction over the Property presently are and shall be observed and complied with in all material respects, and all rights, licenses, permits, and certificates of occupancy (including but not limited to zoning variances, special exceptions for nonconforming uses, and final inspection approvals), whether temporary or permanent, which are materials to the use and occupancy of the Property, presently are and shall be obtained, preserved and, where necessary, renewed;

(d) Mortgagor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Mortgagor at any time;

(e) No action or proceeding is or shall be pending or threatened which might materially affect the Property; and

(f) Mortgagor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage.

3. PRIOR MORTGAGES. Mortgagor represents and warrants that there are no prior mortgages or deeds of trust affecting any part of the Property except as set forth on Schedule B attached to this Mortgage which Mortgagor agrees to pay and perform in a timely manner. If there are any prior mortgages or deeds of trust then Mortgagor agrees to pay all amounts owed, and perform all obligations required, under such mortgages or deeds of trust and the indebtedness secured thereby and further agrees that a default under any prior mortgage or deed of trust shall be a default under this Mortgage and shall entitle Lender to all rights and remedies contained herein or in the Obligations or Lender would be entitled in the event of any default.

4. TRANSFER [redacted] PROPERTY OR BENEFICIAL INTERESTS [redacted] MORTGAGORS OR BORROWERS. In the event of [redacted] conveyance, lease, contract for deed or transfer to any person of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Mortgagor (if Borrower or Mortgagor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity), Lender may, at its option declare the outstanding principal balance of the Obligations plus accrued interest thereon immediately due and payable, or, at Lender's sole option, Lender may consent to said conveyance in writing and may increase the interest rate of the Obligations to the interest rate which Lender would then commit to make a first mortgage loan of similar character with similar security, as determined by Lender in its sole discretion, or compensate Lender for such increased risk resulting from the breach of the foregoing covenants. At Lender's request, Mortgagor or Borrower, as the case may be, shall furnish a complete statement setting forth all of its stockholders or partners, as appropriate, and the extent of their respective stock ownership or partnership interests.

5. ASSIGNMENT OF RENTS. In consideration of the Obligations, which are secured by this Mortgage, Mortgagor absolutely assigns to Lender all Mortgagor's estate, right, title, interest claim and demand now owned or hereafter acquired in all existing and future leases of the Property (including extensions, renewals and subleases), all agreements for use and occupancy of the Property (all such leases and agreements whether written or oral, are hereafter referred to as the "Leases"), and all guaranties of lessees' performance under the Leases, together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues, profits and other income of any nature now or hereafter due (including any income of any nature coming due during any redemption period) under the Leases or from or arising out of the Property including minimum rents, additional rents, percentage rents, parking or common area maintenance contributions, tax and insurance contributions, deficiency rents, liquidated damages following default in any Lease, all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability caused by destruction or damage to the Property, all proceeds payable as a result of a lessee's exercise of an option to purchase the Property all proceeds derived from the termination or rejection of any Lease in a bankruptcy or other insolvency proceeding, and all proceeds from any rights and claims of any kind which Mortgagor may have against any lessee under the Leases or any occupants of the Property (all of the above are hereafter collectively referred to as the "Rents"). This assignment is subject to the right, power and authority given to the Lender to collect and apply the Rents. The lien created by this assignment is intended to be specific, perfected, and choate upon the recording of this Mortgage. As long as there is no default under the Obligations or this Mortgage, Lender grants Mortgagor a revocable license to collect all Rents from the Leases when due and to use such proceeds in Mortgagor's business operations. However, Lender may at any time require Mortgagor to deposit all Rents into an account maintained by Mortgagor or Lender at Lender's institution. Upon default in the payment of, or in the performance of, any of the Obligations, Lender may at its option take possession of the Property and have, hold, manage, lease and operate the Property on terms and for a period of time that Lender deems proper. Lender may proceed to collect and receive all Rents, from the property, and Lender shall have full power to periodically make alterations, renovations, repairs or replacements to the Property as Lender may deem proper. Lender may apply all Rents to the payment of the cost of such alterations, renovations, repairs and replacements and any expenses incident to taking and retaining possession of the Property and the management and operation of the Property. Lender may keep the Property properly insured and may discharge any taxes, charges, claims, assessments and other liens which may accrue. The expense and cost of these actions may be paid from the Rents received, and any unpaid amounts shall be added to the principal of the Obligations. These amounts, together with other costs, shall become part of the Obligations secured by this Mortgage.

6. LEASES AND OTHER AGREEMENTS. Mortgagor shall not take or fail to take any action which may cause or permit the termination or the withholding of any payment in connection with any Lease or other agreement ("Agreement") pertaining to the Property. In addition, Mortgagor, without Lender's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Mortgagor's rights, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Mortgagor receives at any time any written communication asserting a default by Mortgagor under an Agreement or purporting to terminate or cancel any Agreement, Mortgagor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender. All such Agreements and the amounts due to Mortgagor thereunder are hereby assigned to Lender as additional security for the Obligations.

7. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lender shall be entitled to notify or require Mortgagor to notify any third party (including, but not limited to, lessees, licensees, governmental authorities and insurance companies) to pay Lender any Indebtedness or obligation owing to Mortgagor with respect to the Property (cumulatively "Indebtedness") whether or not a default exists under this Mortgage. Mortgagor shall diligently collect the Indebtedness owing to Mortgagor from these third parties until the giving of such notification. In the event that Mortgagor possesses or receives possession of any instruments or other remittances with respect to the Indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any Indebtedness or the payment of any insurance or condemnation proceeds, Mortgagor shall hold such instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required, to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral upon, or otherwise settle any of the Indebtedness whether or not an event of default exists under this Agreement. Lender shall not be liable to Mortgagor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Notwithstanding the foregoing, nothing herein shall cause Lender to be deemed a mortgagee in possession.

8. USE AND MAINTENANCE OF PROPERTY. Mortgagor shall take all actions and make any repairs needed to maintain the Property in good condition. Mortgagor shall not commit or permit any waste to be committed with respect to the Property. Mortgagor shall use the Property solely in compliance with applicable law and insurance policies. Mortgagor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the beneficial interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Mortgagor's sole expense.

9. LOSS OR DAMAGE. Mortgagor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any cause whatsoever. In the event of any Loss or Damage, Mortgagor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.

10. INSURANCE. The Property will be kept insured for its full insurable value (replacement cost) against all hazards including loss or damage caused by flood, earthquake, tornado and fire, collision, theft or other casualty to the extent required by Lender. Mortgagor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least 30 days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a loss payee and provide that no act or omission of Mortgagor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. In the event Mortgagor fails to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and the insurance cost shall be an advance payable and bearing interest as described in Paragraph 21 and secured hereby. Mortgagor shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Mortgagor in making and settling claims under insurance policies, cancelling any policy or endorsing Mortgagor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constantly assigned, pledged and delivered to Lender for further securing the Obligations. In the event of loss, Mortgagor shall immediately give Lender written notice and Lender is authorized to make proof of loss. Each insurance company is directed to make payments directly to Lender instead of to Lender and Mortgagor. Lender shall have the right, at its sole option, to apply such monies toward the Obligations or toward the cost of rebuilding and restoring the Property. Any amounts may at Lender's option be applied in the inverse order of the due dates thereof.

11. ZONING AND PRIVATE COVENANTS. Mortgagor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Mortgagor's use of the Property becomes a nonconforming use under any zoning provision, Mortgagor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Mortgagor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.

12. CONDEMNATION. Mortgagor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Mortgagor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property.

13. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS. Mortgagor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Mortgagor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Mortgagor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name.

14. INDEMNIFICATION. Lender shall not assume or be responsible for the performance of any of Mortgagor's obligations with respect to the Property under any circumstances. Mortgagor shall immediately provide Lender with written notice of and indemnify and hold Lender and its shareholders, directors, officers, employees and agents harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses), causes of action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Mortgagor, upon the request of Lender, shall hire legal counsel to defend Lender from such Claims, and pay the attorneys' fees, legal expenses and other costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Mortgagor's cost. Mortgagor's obligation to indemnify Lender under this paragraph shall survive the termination, release or foreclosure of this Mortgage.

15. TAXES AND ASSESSMENTS. Mortgagor shall pay all taxes and assessments relating to Property when due and immediately provide Lender evidence of payment of same. Upon the request of Lender, Mortgagor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance premium, taxes and assessments pertaining to the Property. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so held to pay any taxes or against the Obligations. Any funds applied may, at Lender's option, be applied in reverse order of the due date thereof.

16. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Mortgagor shall allow Lender or its agents to examine and inspect the Property and examine, inspect and make copies of Mortgagor's books and records pertaining to the Property from time to time. Mortgagor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Mortgagor's books and records shall be genuine, true, accurate and complete in all respects. Mortgagor shall note the existence of Lender's beneficial interest in its books and records pertaining to the Property. Additionally, Mortgagor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Mortgagor's financial condition or the Property. The information shall be for such periods, shall reflect Mortgagor's records at such time, and shall be rendered with such frequency as Lender may designate. All information furnished by Mortgagor to Lender shall be true, accurate and complete in all respects, and signed by Mortgagor if Lender requests.

17. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Mortgagor shall deliver to Lender, or any intended transferee of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance on the Obligations; and (b) whether Mortgagor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature or such claims, defenses, set-offs or counterclaims. Mortgagor will be conclusively bound by any representation that Lender may make to the intended transferee with respect to these matters in the event that Mortgagor fails to provide the requested statement in a timely manner.

18. DEFAULT. Mortgagor shall be in default under this Mortgage in the event that Mortgagor, Borrower or any guarantor of any Obligation:

(a) fails to pay any Obligation to Lender when due;
(b) fails to perform any Obligation or breaches any warranty or covenant to Lender contained in this Mortgage or any other present or future agreement;
(c) destroys, loses or damages the Property in any material respect or the Property becomes subject to seizure, confiscation or condemnation;
(d) seeks to revoke, terminate or otherwise limit its liability under any guaranty to Lender or any individual guarantor dies;
(e) dies, becomes legally incompetent, is dissolved or terminated, becomes insolvent, makes an assignment for the benefit of creditors, fails to pay debts as they become due, files a petition under the federal bankruptcy laws, has an involuntary petition in bankruptcy filed in which Mortgagor, Borrower or any guarantor is named or has property taken under any writ or process of court;
(f) allows goods to be used on, transported or stored on the Property, the possession, transportation, or use of which, is illegal;
(g) allows any party other than Mortgagor or Borrower to assume or undertake any Obligation without the written consent of Lender; or
(h) causes Lender to deem itself insecure due to a significant decline in the value of the Property; or Lender, in good faith, believes that the prospect of payment or performance is impaired.

19. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):

(a) to declare the Obligations immediately due and payable in full;
(b) to collect the outstanding Obligations with or without resorting to judicial process;
(c) to require Mortgagor to deliver and make available to Lender any personal property or Chattels constituting the Property at a place reasonably convenient to Mortgagor and Lender;
(d) to enter upon and take possession of the Property without applying for or obtaining the appointment of a receiver and, at Lender's option, to appoint a receiver without bond, without first bringing suit on the Obligations and without otherwise meeting any statutory conditions regarding receivers, it being intended that Lender shall have this contractual right to appoint a receiver;
(e) to employ a managing agent of the Property and let the same, in the name of Lender or in the name of Mortgagor, and receive the rents, incomes, issues and profits of the Property and apply the same, after payment of all necessary charges and expenses, on account of the Obligations;
(f) to pay any sums in any form or manner deemed expedient by Lender to protect the security of this Mortgage or to cure any default other than payment of interest or principal on the Obligations;
(g) to foreclose this Mortgage either by suit at law or equity, as Lender may elect, or to foreclose this Mortgage by advertisement and sale of the property at public venue for cash, according to Wyoming statutes governing mortgage foreclosures;
(h) to set-off Mortgagor's Obligations against any amounts owed Mortgagor by Lender including, but not limited to, monies, instruments, and deposit accounts maintained with Lender or any currently existing or future affiliate of Lender; and
(i) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Mortgagor, Mortgagor waives the posting of any bond which might otherwise be required. Lender or Lender's designee may purchase the Property at any sale. The Property or any part thereof may be sold in one parcel, or in such parcels, manner or order as Lender in its sole discretion may elect, and one or more exercises of the power herein granted shall not extinguish or exhaust the power unless the entire Property are sold or the Obligations paid in full.

20. SECURITY INTEREST UNDER THE UNIFORM COMMERCIAL CODE. This Mortgage shall be considered a financing statement pursuant to the provisions of the Uniform Commercial Code covering fixtures, chattels, and articles of personal property now owned or hereafter attached to or to be used in connection with the Property together with any and all replacements thereof and additions thereto (the "Chattels"), and Mortgagor hereby grants Lender a security interest in such Chattels. The debtor is the Mortgagor described above. The secured party is the Lender described above. Upon demand, Mortgagor shall make, execute and deliver such security agreements (as such term is defined in the Uniform Commercial Code of Wyoming) as Lender at any time may deem necessary or proper or require to grant to Lender a perfected security interest in the Chattels, and upon Mortgagor's failure to do so, Lender is authorized to sign any such agreement as the agent of Mortgagor. Mortgagor hereby authorizes Lender to file financing statements (as such term is defined in said Uniform Commercial Code) with respect to the Chattels, at any time, without the signature of Mortgagor. Mortgagor will, however, at any time upon request of Lender, sign such financing statements. Mortgagor will pay all filing fees for the filing of such financing statements and for the refiling thereof at the times required, in the opinion of Lender, by said Uniform Commercial Code. If the lien of this Mortgage be subject to any security agreement covering the Chattels, then in the event of any default under this Mortgage, all the right, title and interest of Mortgagor in and to any and all of the Chattels is hereby assigned to Lender, together with the benefit of any deposits or payments now or hereafter made thereof by Mortgagor or the predecessors or successors in title of Mortgagor in the Property.

21. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Lender, at Lender's option, may expend funds (including attorneys' fees and legal expenses) to perform any act required to be taken by Mortgagor or to exercise any right or remedy of Lender under this Mortgage. Upon demand, Mortgagor shall immediately reimburse Lender for all such amounts expended by Lender together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the beneficial interest granted herein. If the Obligations are paid after the beginning of publication of notice of sale, as herein provided, or in the event Lender shall, at its sole option, permit Mortgagor to pay any part of the Obligations after the beginning of publication of notice of sale, as herein provided, then, Mortgagor shall pay on demand all expenses incurred by the Lender in connection with said publication, including reasonable attorneys' fees to the attorneys for the Lender, and this Mortgage shall be security for all such expenses and fees.

22. APPLICATION OF PAYMENTS. All payments made by or on behalf of Mortgagor may be applied against the amounts paid by Lender (including attorneys' fees and legal expenses) in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Lender chooses.

23. POWER OF ATTORNEY. Mortgagor hereby appoints Lender as its attorney-in-fact to endorse Mortgagor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Mortgagor under this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Mortgagor from any Obligation or cure any default under this Mortgage. The powers of attorney described in this Mortgage are coupled with an interest and are irrevocable.

24. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.

25. COLLECTION COSTS. To the extent permitted by law, Mortgagor agrees to pay Lender's reasonable fees and costs, including but not limited to fees and costs of attorneys and other agents (including without limitation paralegals, clerks and consultants), which are incurred by Lender in collecting any amount due or enforcing any right or remedy under this Mortgage or any other agreement between Mortgagor and Lender, all whether or not suit is brought and including but not limited to fees and costs incurred on appeal, in bankruptcy, and for post-judgment collection actions and whether or not such attorney is an employee of Lender.

26. PARTIAL RELEASE. Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Nothing herein shall be deemed to obligate Lender to release any of its interest in the Property, nor shall Lender be obligated to release any part of the Property if Mortgagor is in default under this Mortgage.

27. MODIFICATION AND WAIVER. The modification or waiver of any of Mortgagor's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by Lender. Lender may perform any of Borrower's or Mortgagor's Obligations, delay or fail to exercise any of its rights or accept payments from Mortgagor or anyone other than Mortgagor without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Mortgagor's Obligations under this Mortgage shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the Obligations belonging to any Mortgagor, Borrower or third party or any of its rights against any Mortgagor, Borrower or third party or any of the Property. Lender's failure to insist upon strict performance of any of the Obligations shall not be deemed a waiver and Lender shall have the right at any time thereafter to insist upon strict performance.

[redacted] [redacted] [redacted]

28. SUCCESSORS AND ASSIGNS. This Mortgage shall be binding and inure to the benefit of Mortgagor and [redacted] and their respective successors, assigns, receivers, administrators, personal representatives, legatees and devisees.

29. NOTICES. Except as otherwise required by law, any notice or other communication to be provided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties may designate in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given three (3) days after such notice is sent and any other such notice shall be deemed given when received by the person to whom such notice is being given.

30. SEVERABILITY. If any provision of this Mortgage violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable.

31. APPLICABLE LAW. This Mortgage shall be governed by the laws of the State of Wyoming. Unless applicable law provides otherwise, Mortgagor consents to the jurisdiction and venue of any court selected by Lender, in its sole discretion, located in Wyoming.

32. MISCELLANEOUS. Mortgagor and Lender agree that time is of the essence. Mortgagor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Mortgagor in this Mortgage shall include all persons signing below. If there is more than one Mortgagor, their Obligations shall be joint and several. This Mortgage represents the complete integrated understanding between Mortgagor and Lender pertaining to the terms and conditions hereof.

33. RELEASE AND WAIVER OF HOMESTEAD. 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 Mortgagor is lawfully seized of said Property, that it is free from all encumbrances, and hereby covenants to warrant and defend the title of said Property against the lawful claims of all persons whomsoever.

Any Mortgagor who signs this Mortgage but does not execute the Note or Agreement evidencing the Obligations (the "Note"): (a) is signing this document to grant and convey their interest in the Property under the terms of this document; (b) is not personally obligated to pay the Note; (c) agrees that Lender and any Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this document or the Note without that Mortgagor's consent; (d) hereby releases and forever quit-claims unto Lender, as Mortgagee, all his/her rights of homestead in and to the Property.

34. ADDITIONAL TERMS.

Mortgagor acknowledges that Mortgagor has read, understands, and agrees to the terms and conditions of this Mortgage.

IN WITNESS HEREOF, Mortgagor has executed this instrument either individually or has caused this instrument to be executed and delivered in its name by its duly authorized representative on the date of the acknowledgment.

Dated this 6TH day of JUNE, 1994.

MORTGAGOR: JAMES R SCHAEFER

JAMES R SCHAEFER

MORTGAGOR:

MORTGAGOR: KARALEE H SCHAEFER

KARALEE H SCHAEFER

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

STATE OF WYOMING) 633
) ss:
COUNTY OF SUBLETTE)

On this 8th day of JUNE, 1994, before me personally appeared JAMES R SCHAEFER & KARALEE H SCHAEFER to me known to be the person(s) described in and who executed the 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.

Given under my hand and seal this 8th day of JUNE, 1994.

(SEAL)

LELA L. SANDERS
NOTARY PUBLIC
Sublette County, WY
My Commission expires
NOVEMBER 4 1996

My Commission Expires: NOVEMBER 4 1996

Lela L Sanders
Notary Public LELA L SANDERS

STATE OF WYOMING)
) ss:
COUNTY OF _____)

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

to me personally known, who, being by me duly sworn, did say that he/she/they are the _____

respectively, of said _____, executing the foregoing instrument, that said instrument was signed on behalf of said _____, by authority of its _____, and the above signed person(s) acknowledged the execution of said instrument to be the free act and deed of said _____.

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

My Commission Expires: _____

_____
Notary Public

RELEASE OF HOMESTEAD RIGHTS:

STATE OF WYOMING)
) ss:
COUNTY OF LARAMIE _____)

On this _____ day of _____, _____, before me personally appeared _____ to me known to be the spouse of _____, and who executed the foregoing instrument for purposes of waiving and relinquishing his/her homestead rights, acknowledged that he/she had been fully advised of his/her rights and the effect of signing, and acknowledged that he/she executed the foregoing instrument as his/her free act and deed.

Given under my hand and seal this _____ day of _____, _____.

(SEAL)

_____
Notary Public

My Commission Expires:

_____

SCHEDULE A

THE LAND REFERRED TO IS SITUATED IN THE STATE OF WYOMING, COUNTY OF SUBLETTE, AND IS DESCRIBED AS FOLLOWS: TOWNSHIP 33 NORTH, RANGE 109 WEST OF 6TH P.M. SUBLETTE COUNTY, WYOMING, SECTION 11: PORTION OF THE NE1/4NE1/4 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS S.30 34'38.9"W., A DISTANCE OF 823.67 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 11; THENCE, FROM SAID POINT OF BEGINNING S.00 05'10"W., A DISTANCE OF 350.00 FEET; THENCE N.89 55'00"W., A DISTANCE OF 247.52 FEET TO A POINT OF CURVE TO THE RIGHT, THE TANGENT AT WHICH POINT BEARS N.11 27'47' W SAID CURVE HAVING A CENTRAL ANGLE OF 12 19'22" A TANGENT OF 33.35 FEET A RADIUS OF 308.95 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 66.45 FEET; THENCE N.00 51'35"E., A DISTANCE OF 284.00 FEET; THENCE S 89 55'00"E., A DISTANCE OF 249.91 FEET TO THE POINT OF BEGINNING.
A TRACT OF LAND LOCATED IN THE NE1/4NE1/4 OF SECTION 11, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH BEARS S. 00 05'10"W., A DISTANCE OF 350.00 FEET FROM A POINT WHICH BEARS S. 30 34'38.9"W, A DISTANCE OF 823.67 FEET FROM THE NORTHEAST SECTION CORNER OF SAID SECTION 11; THENCE FROM SAID POINT OF BEGINNING S00 05'10"W., A DISTANCE OF 242.14 FEET; THENCE N79 31'38"W ALONG THE CENTER LINE OF A ROAD A DISTANCE OF 0.53 FEET TO A POINT OF CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 68 03'51" A RADIUS OF 308.95 FEET AND A TANGENT OF

SCHEDULE B

208.64 FEET; THENCE ALONG THE ARC AND CENTERLINE, A DISTANCE OF 367.02; THENCE S.89 55'00"E., A DISTANCE OF 247.52 FEET TO THE POINT OF BEGINNING.

AFTER RECORDING [redacted] TO LENDER AT ITS ADDRESS DESCRIBED [redacted]

[redacted]

[redacted]

RECORDATION REQUESTED BY:

American National Bank of Rock Springs
P.O. BOX 1770
2515 FOOTHILL BLVD.
ROCK SPRINGS, WY 82901

WHEN RECORDED MAIL TO:

American National Bank of Rock Springs
P.O. BOX 1770
2515 FOOTHILL BLVD.
ROCK SPRINGS, WY 82901

SEND TAX NOTICES TO:

CAROL JOHNSON and CHESTER T. JOHNSON
P.O. BOX 401
PINEDALE, WY 82941

246841

RECORDED June 13 1994 2:50 PM
IN BOOK 59 MTG PAGE 634
FEES 16.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
BY Teddy Fields

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE IS DATED JUNE 6, 1994, between CAROL JOHNSON and CHESTER T. JOHNSON, WIFE AND HUSBAND, whose address is P.O. BOX 401, PINEDALE, WY 82941 (referred to below as "Grantor"); and American National Bank of Rock Springs, whose address is P.O. BOX 1770, 2515 FOOTHILL BLVD., ROCK SPRINGS, WY 82901 (referred to below as "Lender").

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, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, **located in SUBLETTE County, State of Wyoming (the "Real Property"):**

SEE ATTACHED SCHEDULE A

The Real Property or its address is commonly known as 11 C-B LANE, PINEDALE, WY 82941.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described below in the Existing Indebtedness section of this Mortgage.

Grantor. The word "Grantor" means **CAROL JOHNSON and CHESTER T. JOHNSON.** The Grantor is the mortgagor under this Mortgage.

Guarantor. The word "Guarantor" means and includes without limitation, each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other 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 American National Bank of Rock Springs, its successors and assigns. 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 the promissory note or credit agreement dated June 6, 1994, **in the original principal amount of $16,235.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter 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 without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE 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 under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's 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 tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Hazardous Substances. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, or about the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any

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tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, or about the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements 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 for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which 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, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Wyoming law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Mortgage.

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll 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, except for the Existing Indebtedness referred to below, 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 fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, 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 and reasonable 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 satisfactory 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 fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage.

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 ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, to the extent such insurance is required by Lender and is or becomes available, for the term of the loan and for the full unpaid principal balance of the loan, or the maximum limit of coverage that is available, whichever is less.

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 fifteen (15) days of the casualty. Whether or not Lender's security is impaired, 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 first to pay any amount owing to Lender under this Mortgage, then to prepay accrued interest, and the remainder, if any, shall be applied to the principal balance 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.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage, including any obligation to maintain Existing Indebtedness in good standing as required below, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage.

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

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 Grantor's 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 Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

EXISTING INDEBTEDNESS. The following provisions concerning existing indebtedness (the "Existing Indebtedness") are a part of this Mortgage.

Existing Lien. The lien of this Mortgage securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

Default. If the payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the note evidencing such indebtedness, or should a default occur under the instrument securing such indebtedness and not be cured during any applicable grace period therein, then, at the option of Lender, the Indebtedness secured by this Mortgage shall become immediately due and payable, and this Mortgage shall be in default.

No Modification. Grantor 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. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

CONDEMNATION. The following provisions relating to condemnation of the Property are a part of this Mortgage.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is 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 TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute 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 Grantor which Grantor 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 Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage.

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 Uniform Commercial Code as amended from time to time.

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. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage.

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor under the Note, this Mortgage, and the Related Documents, and (b) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, 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. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

Default on Indebtedness. Failure of Grantor 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 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 twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (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, Forfeiture, etc. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency 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 or forefeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

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.

Existing Indebtedness. A default shall occur under any Existing Indebtedness or under any instrument on the Property securing any Existing Indebtedness, or commencement of any suit or other action to foreclose any existing lien on the Property.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or such Guarantor dies or becomes incompetent. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

Insecurity. 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 but subject to any limitation in the Note or any limitation in this Mortgage, Lender, at its option, 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 Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property, including during the pendency of foreclosure, whether judicial or non-judicial, 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 in 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, at Lender's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

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 ten (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 reasonable attorneys' fees, at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the Note rate. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable 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. Grantor 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 when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. 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 beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the State of Wyoming. This Mortgage shall be governed by and construed in accordance with the laws of the State of Wyoming.

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.

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.

Multiple Parties. All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Mortgage.

Severabl [redacted] court of competent jurisdiction finds any p[redacted] of this Mortgage to be invalid or unenforc[redacted]o any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such

so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

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.

Time is of the Essence. Time is of the essence in the performance 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.

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. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. 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.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X Carol Johnson
CAROL JOHNSON

X Chester T. Johnson
CHESTER T. JOHNSON

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Wyoming)
) SS
COUNTY OF Sweetwater)

On this day before me, the undersigned Notary Public, personally appeared **CAROL JOHNSON and CHESTER T. JOHNSON**, 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.

Given under my hand and official seal this 10TH day of June, 19 94.

By Barbara M. Brodie Residing at Green River

Notary Public in and for the State of Wyoming My commission expires 10-8-97

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BARBARA M. BRODIE - Notary Public
County of Sweetwater
State of Wyoming
My Commission Expires Oct. 8, 1997

SCHEDULE "A"

LOTS 14 AND 15 of the RENDEZVOUS SUBDIVISION, SUBLETTE COUNTY, WYOMING.

246843

RECORDED JUNE 13 1994 2:50 PM
IN BOOK 59 MTG PAGE 640
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
BY TRACEY FIELDS

MORTGAGE

EXECUTED this 6th day of May, 1994 by CRAIG DURR, a single man of P.O. Box 1442, Jackson, WYoming 83001, hereinafter called the MORTGAGOR, to DOYLE F. CHILD, TRUSTEE, for the DOYLE F. CHILD FAMILY LIVING REVOCABLE TRUST, dated June 1, 1992 of P.O. Box 248 Afton, Wyoming 83110, hereinafter called the MORTGAGEE.

WITNESSETH, that in consideration of the aggregate sum named in the Promissory Note of even date herewith, hereinafter described, the MORTGAGOR hereby mortgages unto the MORTGAGEE, the following described land situate in Lincoln County, Wyoming, to wit:

Tract Number Eight of Rim Road Number Two Subdivision, as platted and filed in the office of Sublette County Clerk, Pinedale, Wyoming 82941

AND THE MORTGAGOR covenants and agrees to pay the MORTGAGEE, that certain Promissory Note in the amount of Twenty Five Thousand Six Hundred Fifty ($25,650.00) Dollars of even date, attached hereto as SCHEDULE 'A', and shall perform, comply with and abide by the stipulations and conditions thereof and of this mortgage.

AND THE MORTGAGOR hereby further covenants and agrees as follows:

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

2. To pay all costs, charges and expenses, including attorney's fees and title searches, reasonably incurred or paid by the MORTGAGEE because of the failure of the MORTGAGOR to promptly and fully comply with, and abide by each and every stipulation and condition of said note.

3. That in the event the MORTGAGOR fails to pay, when due, any tax, assessment or other sum of money payable by virtue of said Note, the MORTGAGEE may pay same without waiving or affecting the option to foreclose, or any other right hereunder, and all such payments shall be secured by this Mortgage, and shall bear interest from the date thereof at twelve (12%) interest.

Rlsd. BK 25 Pg 409

4. That if any sum of money herein referred to be not promptly paid within thirty (30) days after the same becomes due, then the entire interest and principal balance of said Note shall become due and payable, at the option of the MORTGAGEE.

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

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

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

Craig M. Durr
CRAIG DURR

STATE OF WYOMING)
) ss
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Craig Durr, a single man, this 31st day of May, 1994. Witness my hand and seal.

(S E A L)

Billie Davidson
County of Teton
My Commission Expires
Notary Public
State of
Wyoming
Jan. 20, 1996

Billie Davidson
NOTARY PUBLIC

My commission expires: Jan. 20 1996

EXHIBIT 'A'

PROMISSORY NOTE

$25,650.00 June 1, 1994

THE UNDERSIGNED, jointly and severally, if more than one, promise to pay to the order of DOYLE F. CHILD, TRUSTEE OF THE DOYLE F. CHILD FAMILY LIVING REVOCABLE TRUST, dated June 1, 1992, of P.O. Box 248, Afton, Wyoming 83110, the principal sum of Twenty Five Thousand Six Hundred Fifty ($25,650.00) Dollars with interest from June 1, 1994 at Ten (10%) percent per annum. The principal and interest shall be payable at P. O. Box 248, Afton, Wyoming 83110 or at such other place as the holder might designate, in the following manner:

PRINCIPAL and INTEREST shall be paid in monthly amortized installments of Two Hundred Seventy Five Dollars ($275.63) and Sixty Three Cents, with the first payment being due on July 1, 1994 and the 1st day of each month thereafter for a period of ten years, at which time the entire interest and principal payment shall be due and payable.

All payments shall first be applied to interest which may be due and then to principal.

In the EVENT of default in the payment of any installment of principal or interest, and if such default is not corrected within thirty (30) days after the same become due and payable , the entire principal sum and accrued interest shall, at the option of the holder, become immediately due and payable, without notice. Failure to exercise this option shall not constitute a waiver to exercise the same in the event of any subsequent default. Further, in the event of default, the undersigned agree to pay all costs of collection, including reasonable attorney's fees to the holder's attorney, whether or not suit be brought. The undersigned waive all privilege of venue and agree that in the event of suit on this Note that the balance of the payment as provided herein or the principal place of business or residence of the holder shall be the proper venue for such suit.

The UNDERSIGNED shall have the right to prepay all or any portion of this Note at any time prior to maturity, without penalty.

Craig M. Durr

CRAIG DURR

642

State of **WYOMING**
County of **SUBLETTE**

643

Ref. Number: 0000228043
Loan Number: 0713104-10780194

Assignment of Mortgage

Know All Men By These Presents:

That in consideration of the sum of ten dollars ($10.00) in hand received, and for other value received, KeyCorp Mortgage Inc. , whose address is 205 Park Club Lane, Buffalo, New York 14231, a corporation organized under the laws of Maryland, does hereby transfer, assign, set over and convey all of its right, title and interest in and to that certain indenture of mortgage hereinafter described to BancPLUS Mortgage Corp., a corporation organized under the laws of Texas, whose post office address is 9601 McAllister Freeway, San Antonio, Texas 78216, such mortgage having been given on **JUNE 28, 1993** by **ROBERT L. REESE AND KATHY JO POLLOCK** to **KEYCORP MORTGAGE INC.** and appears recorded as **Instrument #n/a** in **Book 57** of Mortgages at **Page 473** in the office of the County Clerk of SUBLETTE County, Wyoming, and which covers property situated in said county and more fully described in such mortgage.

Together with the note or notes secured thereby, without recourse, subject however, to all of the agreements, conditions, covenants and stipulations therein contained, as well as all rights of redemption provided by law.

Executed to be effective as of February 1, 1994.

246901

RECORDED JUNE 14 1994 2:42 PM
IN BOOK 59 MTG PAGE 643
FEES 6.00
SUBLETTE COUNTY CLERK
BY TRACEY L. FIELDS
COUNTY CLERK

KeyCorp Mortgage Inc.

By: _____

Diane S. Owens,
Vice President

KeyCorp Mortgage Inc.

[AFFIX SEAL]

State of Texas §
County of Dallas §

Before me appeared Diane S. Owens, Vice President of KeyCorp Mortgage Inc., a corporation, this May 31, 1994, and acknowledged the foregoing instrument, and further acknowledged that he/she executed the foregoing instrument on behalf of such corporation.

Witness my hand and official stamp.

NOTARY PUBLIC STATE OF TEXAS
Glen Clark
Notary Public, State of Texas
My Comm. Expires 03/25/96

Glen Clark
Notary Public

After Recording Mail to:
YOUNGBLOOD & YOUNGBLOOD, P.C.
600 Plaza of the Americas
600 N. Pearl Street
Dallas, Texas 75201
ATTN: Mike Nolley

This Instrument Prepared By:
Eldon L. Youngblood
Youngblood & Youngblood, P.C.
600 Plaza of the Americas
600 N. Pearl Street
Dallas, Texas 75201

AFTER RECORDING MAIL TO:

THE JACKSON STATE BANK
112 CENTER ST., P O BOX 1788
JACKSON, WY 83001

246915

RECORDED June 15 1994 9:50 AM
IN BOOK 59 mtg. PAGE 644
FEES 30.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

LOAN NO. 8023135

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 10, 1994 . The mortgagor is Paul M. Ellwood, Jr., a single man.

("Borrower"). This Security Instrument is given to THE JACKSON STATE BANK,

which is organized and existing under the laws of THE STATE OF WYOMING , and whose address is 112 CENTER ST., P O BOX 1788, JACKSON, WY 83001 ("Lender"). Borrower owes Lender the principal sum of Six Hundred Thousand Dollars and no/100 Dollars (U.S. $ 600,000.00). 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, 2014 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 Teton County, Wyoming:

PARCEL #1: The Dell Creek Ranch, 68 Dell Creek Road, Bondurant, Wyoming, as more particularly described on the sheet attached hereto marked Exhibit "A"

PARCEL #2 Lot 8 of Flat Creek Fishing Club Subdivision, Teton County, Wyoming, according to the plat recorded November 19, 1991 as Plat No. 734

Parcel #1: 68 Dell Creek Road, Bondurant, WY 82922 and

which has the address of Parcel #2: 4785 S. Fishing Club Drive, Jackson, WY 83001 ,
[Street] [City]

Wyoming 82922 ("Property Address");
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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.

Rlsd BK 18 Pg. 667

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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under 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 (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 or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the periods that Lender requires) provided by

an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. 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.

12. 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.

13. 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.

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 as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 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 21, 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.

22. 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.

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

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

- [X] Adjustable Rate Rider
- [ ] Graduated Payment Rider
- [ ] Balloon Rider
- [ ] Other(s) [specify]
- [ ] Condominium Rider
- [ ] Planned Unit Development Rider
- [ ] Rate Improvement Rider
- [ ] 1--4 Family Rider
- [ ] Biweekly Payment Rider
- [X] Second Home Rider

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

Witnesses:

_____

_____

Paul M. Ellwood, Jr. (Seal) -Borrower

Social Security Number 572-24-6269

_____ (Seal) -Borrower

Social Security Number _____

_____ (Seal) -Borrower

Social Security Number _____

_____ (Seal) -Borrower

Social Security Number _____

[Space Below This Line For Acknowledgment]

STATE OF WYOMING, Teton **County ss:**

The foregoing instrument was acknowledged before me this June 21, 1994 (date)

by Paul M. Ellwood, Jr. (person acknowledging)

My Commission expires: 6/15/96

Michele LaBounta
County of
Teton
My Commission Expires:
Notary Public
State of
Wyoming
June 15, 1996

Michele LaBounta
Notary Public

LOAN NO. 8023135

ADJUSTABLE RATE RIDER

(1 Year Treasury Index--Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 10th day of June, 1994, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to THE JACKSON STATE BANK

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

68 Dell Creek Road, Bondurant, WY 82922 and 4785 S. Fishing Club Drive, Jackson, WY 83001

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.6250%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of July, 1995, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two and Three / Quarters percentage points (2.750 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 8.625 % or less than 4.625 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 11.625 %.

LOAN NO. 8023135

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

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

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Paul M. Ellwood, Jr. _____(Seal)
-Borrower

_____(Seal)
-Borrower

_____(Seal)
-Borrower

_____(Seal)
-Borrower

SECOND HOME RIDER

THIS SECONDARY RESIDENCE RIDER is made this 10th day of June, 1994, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to The Jackson State Bank

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 68 Dell Creek Road, Bondurant, Wyoming and Lot 8 Fish Creek Subdivision, Teton County, Wyoming

(Property Address)

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Uniform Covenant 6. of the Security Instrument is amended by the following:

6. after the word "**principal**," the following words "**or secondary**," are hereby added.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Secondary Residence Rider.

(Seal)
Borrower

(Seal)
Borrower

EXHIBIT A

TOWNSHIP 38 NORTH, RANGE 113 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 20: That part of the S½SE¼ lying and being situate southerly and easterly of the center line of the Dell Creek County Road No. 23-114 EXCEPTING THEREFROM that part described as follows:

Beginning at the southwest corner of the said S½SE¼ found as described in the Certified Land Corner Recordation Certificate filed in the office of the Clerk of Sublette County; thence N.89°29'E., the base bearing for this survey, 2103.87 feet along the said south line to an intersection with the west right-of-way line of the road, S.89°29'W., 518.97 feet from the southeast corner of the said Section 20 found as described in the Certified Land Corner Recordation Certificate filed in the said office; thence coursing the road west right-of-way line as follows: N.33°01.5'W., 230.08 feet; N.35°34.9'W., 66.35 feet; N.45°10.7'W., 158.31 feet; N.46°10.3'W., 561.16 feet; N.21°45.2'W., 80.66 feet and leave road right-of-way line; thence N.82°56'W., 418.771 feet to the Point of Intersection of a curve for the said Dell Creek Road; thence S.56°44'W., 1170.05 feet along the center-line of the said Road to an intersection with the said west line; thence S.00°21'E., 250.63 feet along the said west line to the corner of Beginning.

Section 21: SW¼SW¼
Section 28: S½NW¼ EXCEPTING THEREFROM that part of the S½NW¼ of said Section 28 described as follows:

Beginning at the center one-quarter of said Section 28 (Southeast corner of the S½NW¼) found as described in the Certified Land Corner Recordation Certificate filed in the Office of the Clerk of Sublette County; thence N.88°43.3'W., 1311.10 feet along the said south line to the southwest corner of the SE¼NW¼ found as described in the Certified Land Corner Recordation Certificate file in the said Office; thence N.27°02.8'W., 1441.42 feet to a corner on the north line of the said S½NW¼, S.88°43.6'E., 647.95 feet from the north one-sixteenth corner on the line between Sections 28 and 29, T38N, R113W, found as described in the Certified Land Corner Recordation Certificate filed in the said Office; thence S.88°43.6'E., 192.36 feet along the said north line to a corner; thence continuing S.88°43.6'E., 1784.01 feet along the said North line to the northeast corner of said S½NW¼ found as described in the Certified Land Corner Recordation Certificate filed in the said Office; thence S.00°29.2'E., 1309.51 feet along the east line of the said S½NW¼ to the Corner of Beginning AND FURTHER EXCEPTING THEREFROM a strip of land forty feet in width being part of the said SW¼NW¼ with the north line described as follows:

Beginning at Station 25+59.13 on the north line of the said S½NW¼, S.88°43.6'E., 62.60 feet from the northwest corner of the said S½NW¼; thence continuing S.88°43.6'E., 647.95 feet to an intersection with the westerly line of the foregoing described tract

Section 29: E½NE¼ **EXCEPTING THEREFROM** that part described as follows:

Beginning at the northwest corner of the said NE¼NE¼ found as described in the Certified Land Corner Recordation Certificate filed in the said office; thence S.00°32'E., 277 feet along the west line of the said NE¼NE¼ to an intersection with the thread of the channel of Dell Creek; thence coursing the said thread of the channel as follows: S.63°45'E., 120 feet; S.16°00'E., 129 feet to an intersection with the North Spring Creek; thence coursing the thread of the channel of said creek as follows: N.54°37'E., 236 feet; N.33°30'E., 119 feet; S.70°48'E., 458 feet; S.44°47'E., 295 feet to the said source springs; thence S.40°56'E., 422 feet, more or less, to an intersection with the road, S.00°34'E., 908.58 feet from the said southeast corner of said Section 20 identical with the northeast corner of said Section 29; thence coursing the said west right-of-way line of the road as follows: N.24°17.0'W., 135.98 feet; N.23°19.8'W., 131.00 feet; N.33°13.4'W., 125.12 feet; N.29°38.8'W., 159.38 feet; N.33°20.1'W., 317.64 feet; N.33°01.5'W., 180.15 feet to an intersection with the north line of the said NE¼NE¼, S.89°29'E., 518.97 feet from the said southeast corner of Section 20; thence S.89°29'W., 792.22 feet along the said north line to the corner of Beginning.

EXCEPTING FROM THE ABOVE SHOWN LEGAL DESCRIPTION more particularly described as follows:

That part of the SW¼NW¼ of Section 28 and part of the SE¼NE¼ of Section 29, Township 38 North, Range 113 West, Sublette County, Wyoming, described as follows:

Beginning at a point, S.23°09.4'E., 139.38 feet from the north one-sixteenth corner of said Section 28 and Section 29; thence S.16°08.2'W., 100.00 feet to a point; thence N.73°51.8'W., 150.00 feet to a point; thence N.16°08.2'E., 100.00 feet to a point; thence S.73°51.8'E., 150.00 feet to the Point of Beginning.

RESERVING an easement for access for ingress and egress to said excepted parcel over and across the strip described on the sheet attached hereto marked Exhibit B.

EXHIBIT "B"

A strip of land twenty (20) feet in width being part of the SE¼SE¼ of Section 20 and the NE¼NE¼ of Section 29, Township 38 North, Range 113 West of the 6th P.M., Sublette County, Wyoming with the right or southwesterly right-of-way line described as follows:

Beginning at Station 0+00 within the bounds of the Dell Creek County Road No. 23-114, N.56°23.8'W., 1476.75 feet from the southeast corner of said Section 20 found as described in the Corner Record filed in the Office of Clerk of Sublette County;

thence S.21°45.2'E., 80.66 feet to Station 0+80.66;

thence S.46°10.3'E., 561.16 feet to Station 6+41.82;

thence S.45°10.7'E, 158.31 feet to Station 8+00.12;

thence S.35°34.9'E., 66.35 feet to Station 8+66.48;

thence S.33°01.5'E., 230.08 feet to Station 10.96.56 on the south line of said Section 20, S.89°29.0'W., 518.97 feet from the said southeast corner;

thence continuing S.33°01.5'E., 180.15 feet to Station 12+76.71;

thence S.33°20.1'E., 317.64 feet to Station 15+94.35;

thence S.29°38.8'E., 159.38 feet to Station 17+53.73;

thence S.33°13.4'E., 125.12 feet to Station 18+78.85;

thence S.23°19.8'E., 131.00 feet to Station 20+09.85;

thence S.24°17.0'E., 135.98 feet to Station 21+45.83 on the west line of said Section 28, S.00°34'E., the basc bearing for this survey, 908.58 feet from the said southeast corner of Section 20;

each Station marked by a 3/8x12 ins. steel spike or the edge of a corrugated metal pipe culvert; and

a strip of land fourteen (14) feet in width being part of the NW¼NW¼ of Section 28, Township 38 North, Range 113 West of the 6th P.M., Sublette County, Wyoming with the center-line described as follows:

Beginning at Station 21+23.07 on the west line of said NW¼NW¼, marked by a railroad spike, S.00°34'E., the base bearing for this survey, 883.72 feet from the northwest corner of said Section 28 found as described in the Corner Record filed in the Office of the Clerk of Sublette County;
thence S.17°54.6'E., 118.17 feet to the center-point of a bridge across Dell Creek marked by a steel spike to Station 22+41.24;
thence S.13°17.6'E., 64.18 feet to a railroad spike, Station 23+05.42;
thence S.01°49.2'E., 242.20 feet to Station 25+47.62 on the south line of said NW¼NW¼, S.88°43.6'E., 55.60 feet from the southwest corner of the said NW¼NW¼ found as described in the Corner Record filed in the said Office;
and it is noted that these are lands belonging to the United States of America;
and
a strip of land twenty (20) feet in width being part of the SW¼NW¼ of said Section 28 with the easterly line described as follows:
Beginning at the northwest corner monument of the Sidamon-Eristoff tract of record in the said Office in Book 29 of Deeds on page 493, S.88°43.6'E., 62.60 feet from the northwest corner monument of said SW¼NW¼;
thence S.01°16.4'W., 40.00 feet along the west line of said tract to the southwest corner monument for the said tract;
thence S.04°32.2'W., 87.04 feet to the northeast corner monument of the excepted parcel.

1994-06-10 09:52 307 367 4340 SIEVERS & WOOD LAW OFFICE 002 FO3

Released BK 18 Pg 632

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MORTGAGE

THIS MORTGAGE is made this 14th day of June, 1994, between Pinedale Natural Gas, Incorporated, a Wyoming corporation, (herein designated as "Mortgagor"), whose address is P. O. Box 649, Pinedale, Wyoming 82941, and the Mortgagee, KEY BANK OF WYOMING, a corporation organized and existing under the laws of Wyoming whose address is 801 Pine Avenue, Kemmerer, Wyoming 83101 (herein "Mortgagee").

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of One Million Fifty Thousand Dollars ($1,050,000.00), with interest as evidenced by Mortgagor's note of even date herewith, and all extensions, renewals and modifications thereof (herein "Note"), providing for payment of principal and interest;

TO SECURE to Mortgagee (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Mortgagor herein contained or contained in the loan documents executed by Mortgagor in connection herewith (the "Loan Documents"), and (b) the repayment of any future advances, with interest thereon, made to Mortgagor by Mortgagee pursuant to paragraph 13 hereof (herein "Future Advances"), Mortgagor does hereby mortgage, grant and convey to Mortgagee, with power of sale, the following described property located in the County of Sublette, State of Wyoming:

Lot 6, Block 2 of the Cooley Ninth Addition to the Town of Pinedale, Sublette County, Wyoming.

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

The Mortgagor hereby relinquishes and waives all rights under and by virtue of the homestead laws of the State of Wyoming and 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 Mortgagor will pay the indebtedness, as hereinbefore provided. In the event of a prepayment of all or part of the Note, Mortgagor shall pay Mortgagee a prepayment penalty as set forth in the Note, if any.

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.

In order more fully to protect the security of this Mortgage, at the option of the Mortgagee, the Mortgagor, together with, and in addition to, the monthly installments of principal and interest payable under the terms of the note secured hereby, on the first day of each month until the said note is fully paid, will pay to the Mortgagee:

(a) A sum equal to the ground rents, if any, and the taxes and assessments next due on the premises covered by this Mortgage, plus the premiums that will next become due and payable on policies of fire and other insurance on the premises covered hereby

Recorded by Cathy Saxton

RECORDED June 20, 1994 2:35 PM
BOOK 29 Mtg PAGE 457
SUBLETTE COUNTY CLERK
FEES 14.00

246968

[redacted] [redacted] [redacted]

(all as estimated by the Mortgagee, and of which the Mortgagor is notified), less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes, and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes, and assessments, before the same become delinquent.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(i) ground rents, taxes, assessments, fire and other insurance premiums;

(ii) interest on the indebtedness secured hereby; and

(iii) amortization of the principal of said indebtedness.

The Mortgagee may hold such sums without interest and use the same to pay the premiums, ground rents, taxes, and assessments, refunding any excess to the Mortgagors or crediting the Mortgagors with the same; but if the amounts paid monthly shall be insufficient to pay the premiums, ground rents, taxes and assessments when due, then the Mortgagors shall pay the deficiency to the Mortgagee on demand. Mortgagee reserves the right to apply all sums as provided for in this paragraph to payment of any amount due and otherwise unpaid on the Mortgage note and this Mortgage. Mortgagee has the option to waive the requirement of paying sums in addition to the monthly installments of principal and interest payable under the terms of the note secured hereby such as provided for in this paragraph, but the granting of this option howsoever often shall not constitute a waiver of the right to the enforcement of the requirements of this paragraph upon notice to the Mortgagor.

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

4. That Mortgagor 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 Mortgagor 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 unpaid balance of the indebtedness secured hereby, the Mortgagor binds itself to pay the unpaid balance, and the Mortgagee will be entitled to a deficiency judgment.

7. That Mortgagor represents, warrants, covenants and agrees as follows:

(a) Mortgagor is not aware of any Hazardous Substance installed, stored, disposed of or otherwise located on or in the property.

(b) Mortgagor shall not allow any Hazardous Substance to be brought onto, installed, used, stored, treated, disposed of, or transported over the property without prior written consent from Mortgagee.

(c) All activities and conditions on the property are currently in compliance with any applicable law and all activities and conditions on the property shall at all times comply with any applicable law.

(d) Five days after receipt or completion of any report, citation, or, other written or oral communication concerning the property from any government agency empowered to enforce, investigate, or oversee compliance with any applicable law, Mortgagor shall notify Mortgagee in writing of the contents of such communication, and shall provide Mortgagee with a copy of all relevant documents.

(e) Notwithstanding any other provision of this Mortgage, upon discovery of any Hazardous Substance on or in the property, Mortgagor shall immediately notify Mortgagee thereof. Mortgagor shall immediately take all actions necessary (i) to comply with laws requiring notification of government agencies concerning such Hazardous Substance, (ii) to remedy or correct the condition, and (iii) to remove from the property all such Hazardous Substances. Mortgagor shall handle and dispose of such substances in accordance with any applicable law. Mortgagor shall take any and all actions necessary to obtain reimbursement or compensation from persons responsible for the presence of any Hazardous Substance on the site. Mortgagee shall be subrogated to Mortgagor's rights in all such claims.

(f) Mortgagor agrees to indemnify Mortgagee, defend with counsel acceptable to Mortgagee, and hold Mortgagee harmless from and against any claims, legal and administrative proceedings, judgments, damages, punitive damages, penalties, fines, costs, liabilities, interest or losses, attorneys' fees, consultant fees, and expert fees and other expenses that arise directly or indirectly from or in connection the presence, suspected presence, release or suspected release of any Hazardous Substance whether into the air, soil, surface water or ground water at the property, or any other violation of any applicable law whether by negligent or intentional activities or Mortgagor or any third party; or any breach of the foregoing representations and covenants. The indemnities described above specifically

include, but are not limited to, the direct obligation of Mortgagor to promptly perform any remedial or other activities required, ordered or recommended by any administrative agency, government official, or third party, or otherwise necessary to avoid injury or liability to any person or property, or to prevent the spread of any pollution or Hazardous Substance.

(g) Mortgagee shall have the right to enter and inspect the condition of the property at any reasonable time and to conduct, or to designate a representative to conduct such inspection, testing, environmental audit or other procedures which Mortgagee believes are necessary to determine current compliance with the covenants and representations contained herein.

(h) Nothing contained in this Mortgage shall obligate Mortgagee to take any action with respect to the property or to take any action against any person with respect to such substances, condition or activity.

(i) The term "Hazardous Substance" as used herein shall mean any substance which at any time shall be listed as "hazardous," "toxic" or "carcinogenic" in any applicable law or regulation implementing such applicable law including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Sections 9601 et seq.; the Resource Conservation and Recovery Act "("RCRA"), 42 U.S.C. Sections 6901 et seq.; and the Atomic Energy Act of 1954 as amended, 42 U.S.C. Sections 3011, et seq. Notwithstanding the foregoing, propane and natural gas shall not be considered "Hazardous Substances" for purposes of this provision.

8. An Event of Default shall occur if any of the following events shall occur and continue unremedied for a period of ten (10) days (in the case of monetary defaults), or thirty (30) days (in the case of non-monetary defaults), following the hand delivery or deposit in the mail, certified or registered with return receipt requested, to Borrower's last known address, of written notice:

a. Failure to pay any principal or interest under the Note within 10 days after such payment becomes due.

b. Any representation or warranty made by Borrower in this Mortgage or the Note or any other loan documents executed in connection herewith is untrue in any material respect at the time when made.

c. The Note or any of the documents executed and delivered in connection herewith shall for any reason cease to be in full force and effect.

d. Filing by a Borrower, or filing by a Guarantor, which Mortgagee deems material in its sole discretion, of a voluntary petition in bankruptcy or a voluntary petition seeking reorganization, adjustment, readjustment of debts or any other relief under the Bankruptcy Code as amended or any insolvency act or law, state or federal, now or hereafter existing.

e. Filing of an involuntary petition against Borrower, or filing by a Guarantor, which Mortgagee deems material in its sole discretion, in bankruptcy or seeking reorganization, arrangement, readjustment of debts or any other relief under the Bankruptcy Code as amended or under any other insolvency act or law, state or federal, now or hereafter existing, and the continuance thereof for 45 days undismissed, unbonded or undischarged.

f. All or any substantial part of the property of Borrower or Guarantor shall be condemned, seized or otherwise appropriated or custody or control of such property shall be assumed by any governmental agency or any

court of competent jurisdiction and shall be retained for a period of 30 days.

g. There is a default of any term, condition, or covenant hereof, or contained in the Note, assignments or any of the other loan documents executed in connection herewith.

h. Dissolution or termination of the existence of the Borrower or death of a Guarantor which Mortgagee deems material in its sole discretion.

i. A lien or other encumbrance shall be filed against the mortgaged property or any other security for the loan, and the same shall not have been removed, or Borrower shall not have posted adequate security therefor within twenty (20) days after either notice thereof shall have been given to Borrower or the date of Borrower's actual knowledge thereof, whichever shall first occur.

9. Upon the occurrence of an Event of Default, the whole of the then indebtedness secured hereby, inclusive of principal, interest, arrearages, ground rents, if any, taxes, assessments, water charges, expenditures for repairs or maintenance, together with all other sums payable pursuant to the provisions hereof, shall be come immediately due and payable, at the option of the Mortgagee, although the period above limited for the payment thereof may not have expired, anything hereinbefore or in said Note contained to the contrary notwithstanding, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time, and it shall be lawful for the Mortgagee to proceed to enforce the provisions of this Mortgage either by suit at law or in equity, as it may elect, or to foreclose this Mortgage by advertisement and sale of the above-described premises, at public venue, 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.

10. That upon an Event of 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.

[redacted] [redacted] [redacted]

11. That this Mortgage shall become due and payable in full forthwith at the option of the Mortgagee if the Mortgagor conveys 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 payments by the Mortgagee shall not constitute a waiver of the option herein contained.

12. That 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.

13. That upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make additional loans ("Future Advances") to Borrower, and such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby.

14. 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 these presents to be signed by its duly authorized Officer, this 14th day of JUNE, 1994.

MORTGAGOR:

PINEDALE NATURAL GAS, INCORPORATED

ATTEST:

By: _____

Title: SECRETARY

By: _____
Steven Shute, President

STATE OF WYOMING)
) ss
COUNTY OF Laramie)

On this 14th day of June, 1994, before me personally appeared, STEVEN SHUTE, to me personally known, who, being by me duly sworn, did say that he is the President of Pinedale Natural Gas, Incorporated., 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 STEVEN SHUTE acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 14th day of June, 1994.

_____
Notary Public

My Commission Expires:
6/5/96

RICK A. THONPSON - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES JUNE 5, 1996

RT:ljs

HART, GM PI
277582

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Assignment of Mortgage (Corporation)

* *

KNOW ALL MEN BY THESE PRESENTS: That the WALLICK AND VOLK, INC, a corporation, organized and doing business under the laws of the State of WYOMING, and having its principal office at CHEYENNE in said State, in pursuance of a resolution of the directors of said company, passed on the 31st day of May, 1994, of the first part, in consideration of the sum of Sixty Three Thousand One Hundred Thirty Nine Dollars and no/100 Dollars to its in hand paid by Principal Residential Mortgage Inc., An Iowa Corporation whose address is 711 High Street Des Moines, IA 50392-0720 of the second part, the receipt whereof is hereby acknowledged, ha s sold, and by these presents do sell, assign, and transfer unto the said part y of the second part a certain Indenture of Mortgage bearing date the 31st day of May, in the year One Thousand Nine Hundred Ninety Fou made by Gerald M. Hart and Glenda D. Hart, Husband and Wife in favor of Wallick and Volk, Inc. and conveying the

FOLLOWING LEGAL DESCRIPTION

Lot 9 of the Guio Third Addition to the Town of Big Piney, Sublette County, Wyoming.

Section No. _____, In Township No. _____, In Range No. _____, West of the 6th P.M., in Sublette County, In the State of Wyoming and which said Mortgage was recorded in the office of THE COUNTY CLERK in said County of Sublette on the 1st day of June, in the year 1994, in Book 59 of Mortgages, at page 568 together with the notes and obligations therein described, without recourse on me in any event or for any cause:

TO HAVE AND TO HOLD the same unto the said part Y of the second part, its executors, administrators, successors or assigns, subject only to the provisos in the said Indenture of Mortgage contained.

IN WITNESS WHEREOF, the said company has caused these presents to be signed in its name, by its President, and sealed with its corporate seal, attested by its Secretary, this 31st day of May, 1994

WALLICK AND VOLK, INC. CORPORATE SEAL STATE OF WYOMING

Attest:

JULIE ZEILER Assistant Secretary

WALLICK AND VOLK, INC

By

ROBERT McBRIDE
VICE PRESIDENT

Witness _____

247004

RECORDED June 22 1994 12:30 M
IN BOOK 59 MTG PAGE 663
FEES 6.00 Amy C GOUNTY CLERK
SUBLETTE COUNTY CLERK
BY TRACEY Fields

THE STATE OF WYOMING, } } ss. }

* *

State of WYOMING }
County of LARAMIE }

The foregoing instrument was acknowleged before me by WALLICK AND VOLK, INC this 31st day of May, 1994.

ROBERT MCBRIDE
VICE PRESIDENT

Witness my hand and official seal.

BRENDA JACOBSON NOTARY PUBLIC COUNTY OF LARAMIE STATE OF WYOMING MY COMMISSION EXPIRES JULY 28, 1997

Brenda Jacobson
Signature

NOTARY PUBLIC
Title of Officer

Assignment of Mo[redacted]
Rev. (11/86)

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 22, 1994 . The mortgagor is JOHN D. COLLINS AND KATHARINE B. COLLINS, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to ROCK SPRINGS NATIONAL BANK , which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose address is 333 BROADWAY PO BOX 880, ROCK SPRINGS, WY 82902-0880 ("Lender"). Borrower owes Lender the principal sum of SIXTY THOUSAND AND NO/100********** Dollars (U.S. $ 60,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JUNE 22, 2009 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 OF THE BUFFALO HEAD SPRINGS ESTATES, SUBLETTE COUNTY, WYOMING

which has the address of 33 BUFFALO HEAD LANE [Street] , CORA [City] ,

Wyoming 82925 [Zip Code] ("Property Address");

247019

RECORDED June 23 1994 1035AM
IN BOOK 59 MTG PAGE 664
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
BY TRACEY L Fields

Rcd. Bk 23 Rel. pg. 246 10-28-03

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under 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 (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.

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[redacted] [redacted] [redacted]

5. Hazard or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage

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insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. 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.

12. 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.

13. 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.

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.

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[redacted] [redacted] [redacted]

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 as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 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 21, 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

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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.

22. 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.

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

24. 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	☐ 1-4 Family Rider
☐ Graduated Payment Rider	☐ Planned Unit Development Rider	☐ Biweekly Payment Rider
☐ Balloon Rider	☐ Rate Improvement Rider	☐ Second Home 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 D. COLLINS -Borrower

Social Security Number ....535-44-5727.....

X ..... (Seal)
KATHARINE B. COLLINS -Borrower

Social Security Number ....423-58-0902.....

[Space Below This Line For Acknowledgment]

STATE OF WYOMING, ...SWEETWATER..... County ss:

The foregoing instrument was acknowledged before me this .....June 2nd, 1994.....
(date)

by ....JOHN D. COLLINS AND KATHARINE B. COLLINS, HUSBAND AND WIFE.....
(person acknowledging)

My commission expires: 10-2-95

REBECCA L MORRISON - NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
THIS COMMISSION EXPIRES OCTOBER 2, 1995

X ..... Notary Public
REBECCA L. MORRISON

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

LYNN E. BERNARD and **MELISSA P. BERNARD**, husband and wife, mortgagors, of P.O. Box 1492, Pinedale, WY 82941, to secure the payment of Sixty-Six Thousand Five Hundred Ten and NO/100 ($66,510.00) Dollars, payable in 240 equal monthly payments of $641.83 each, which include interest at the rate of 10% per annum from 6/13/94; first said monthly payment is due on or before 7/13/94 and on the 13th day of each month thereafter until paid in full as evidenced by one Promissory Note of even date herewith, do hereby mortgage to the FIRST NATIONAL BANK OF PINEDALE, mortgagee, whose address is P.O. Box 519, Pinedale, WY 82941, the following described real estate, situate in the County of Sublette, in the State of Wyoming, to-wit:

Lot Seventy (70) of the Big Country Ranches Subdivision, Fourth Filing, Unit C, 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 for Sublette County, Wyoming;
TOGETHER WITH all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in the United States patents or of record, to easements and rights-of-way of record or in use and to prior mineral reservations of record.

SUBJECT TO all restrictions and covenants governing Big Country Ranches Subdivision, Fourth Filing, Unit C, as recorded in the office of the County Clerk, Sublette County, Wyoming;
NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM.
NO PROPOSED DOMESTIC WATER SOURCE.
NO PROPOSED PUBLIC MAINTENANCE OF STREETS OR ROADS.

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

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

247028

RECORDED June 24, 1994 9:15A M
IN BOOK 59 Mtg. PAGE 670
FEES $ 8.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sarton

670

Rlsd. Blk A Ps. 723 3/x/94

hereunder, together with all cost of sale and foreclosure, including reasonable dollars, as attorney's fees.

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

DATED this 13th day of June, 1994.

LYNN E. BERNARD

MELISSA P. BERNARD

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by LYNN E. BERNARD and MELISSA P. BERNARD, this 13th day of June, 1994.

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires:

My Commission Expires: 10-06-96

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

GEORGE R. MILLER and **REBECCA J. MILLER**, husband and wife, mortgagors, of P.O. Box 622, Pinedale, WY 82941, to secure the payment of Sixty Thousand Ten and NO/100 ($60,010.00) Dollars, payable in one payment of $66,611.10, which includes interest at the rate of 11% per annum from 6/9/94, said payment is due on or before 6/9/95, as evidenced by one Promissory Note of even date herewith, do hereby mortgage to the FIRST NATIONAL BANK OF PINEDALE, mortgagee, whose address is P.O. Box 519, Pinedale, WY 82941, the following described real estate, situate in the County of Sublette, in the State of Wyoming, to-wit:

> Lot One (1) of the Hines 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 for Sublette County, Wyoming;
> TOGETHER WITH all improvements and appurtenances thereunto appertaining;
> SUBJECT TO reservations and restrictions contained in the United States patents or of record, to easements and rights-of-way of record or in use and to prior mineral reservations of record.

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

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

Hereby relinquishing and waiving all rights under and by virtue of the

247029

RECORDED June 24 1994 9:15a M
IN BOOK 59 Mtg. PAGE 672
FEES $ 8.00 COUNTY CLERK
PINEDALE WYOMING
By Cathy Sexton

672 Released BK 17 PG 477 7/7/95

homestead laws of said state.

DATED this 9 day of JUNE, 1994.

GEORGE R. MILLER

REBECCA J. MILLER

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by GEORGE R. MILLER and REBECCA J. MILLER, this 9th day of JUNE, 1994.

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires:

My Commission Expires: 10-06-96

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

MARLIN J. PLAMONDON and **GLORIA A. PLAMONDON**, husband and wife, mortgagors, of P.O. Box 1653, Pinedale, WY 82941, to secure the payment of Seven Thousand Ten and NO/100 ($7,010.00) Dollars, payable in 60 equal monthly payments of $155.93 each, which include interest at the rate of 12% per annum from 6/7/94; first said monthly payment is due on or before 7/7/94 and on the 7th day of each month thereafter until paid in full as evidenced by one Promissory Note of even date herewith, do hereby mortgage to the FIRST NATIONAL BANK OF PINEDALE, mortgagee, whose address is P.O. Box 519, Pinedale, WY 82941, the following described real estate, situate in the County of Sublette, in the State of Wyoming, to-wit:

> Lot Two (2), Block Six (6) of the Redstone First 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 for Sublette County, Wyoming;
> TOGETHER WITH all improvements and appurtenances thereunto appertaining;
> SUBJECT TO reservations and restrictions contained in the United States patents or of record, to easements and rights-of-way of record or in use and to prior mineral reservations of record.

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

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

247030

RECORDED June 24 19 94 9:15 AM
IN BOOK 59 Mtg. PAGE 674
FEES $ 8.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

674 Released BK 17 Rel. pg. 365 6/9/95

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

DATED this 17 day of June, 1994.

Marlin J. Plamondon
MARLIN J. PLAMONDON

Gloria A. Plamondon
GLORIA A. PLAMONDON

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by MARLIN J. PLAMONDON and GLORIA A. PLAMONDON, this 8th day of June, 1994.

Witness my hand and official seal.

Susan Gulbrandson
NOTARY PUBLIC

My Commission Expires: 2/21/95

SUSAN GULBRANDSON NOTARY PUBLIC COUNTY OF SUBLETTE WYOMING

Susan Gulbrandson
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
Feb. 21, 1995

247045

RECORDED June 27, 1994 9:25 AM
IN BOOK 59 mtg. PAGE 676
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 27, 1994 . The mortgagor is GARY G. CASKEY AND CATHY C. CASKEY, HUSBAND AND WIFE
("Borrower"). This Security Instrument is given to ROCK SPRINGS NATIONAL BANK , which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose address is 333 BROADWAY PO BOX 880, ROCK SPRINGS, WY 82902-0880 ("Lender"). Borrower owes Lender the principal sum of THIRTY NINE THOUSAND NINE HUNDRED SEVENTY FIVE AND NO/100********** Dollars (U.S. $ 39,975.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JUNE 27, 2014 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 9 AND 10, BLOCK 22 OF THE HENNICK ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

which has the address of 111 E CHARLES [Street] , PINEDALE [City] ,
Wyoming 82941 [Zip Code] ("Property Address");

Rlsd. BK 17 pg. 652 1/11/96

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under 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 (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 or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage

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insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. 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.

12. 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.

13. 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.

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.

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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 as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 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 21, 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

BANKERS SYSTEMS, INC., ST. CLOUD, MN 56302 (1-800-397-2341) FORM MD-1-WY 2/8/91

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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.

22. 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.

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

24. 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	☐ 1-4 Family Rider
☐ Graduated Payment Rider	☐ Planned Unit Development Rider	☐ Biweekly Payment Rider
☐ Balloon Rider	☐ Rate Improvement Rider	☐ Second Home 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 Gary G. Caskey (Seal)
GARY G. CASKEY -Borrower

Social Security Number 396-68-4031

X Cathy C. Caskey (Seal)
CATHY C. CASKEY -Borrower

Social Security Number 379-58-2550

[Space Below This Line For Acknowledgment]

STATE OF WYOMING, [redacted] SUBLETTE County ss:

The foregoing instrument was acknowledged before me this 6-27-94
(date)

by GARY G. CASKEY AND CATHY C. CASKEY, HUSBAND AND WIFE
(person acknowledging)

My commission expires:

EDWIN R. ADAMS - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires 7-28-96

X Edwin R. Adams
[redacted] Notary Public

MORTGAGE

THIS MORTGAGE, made as of the 23 day of June, 1994, from **LINDA S. VOSIKA,** a married woman dealing in hef sole and separate property, of 2005 Gannett Drive, Riverton, WY 82501, hereinafter referred to as "Mortgagor", to **CAROLYN L. ABERCROMBIE,** a single woman, of P.O. Box 3243, Kingman, AZ 86402, hereinafter referred to as "Mortgagee".

The Mortgagor, for and in consideration of the sum of Fifty-Four Thousand Seven Hundred Fifty and NO/100 ($54,750.00) Dollars in lawful money of the United States, to secure certain indebtedness, evidenced by a Promissory Note of even date herewith, 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. The indebtedness secured hereby is described as:

A. The principal balance of Fifty-Four Thousand Seven Hundred Fifty and NO/100 ($54,750.00) Dollars together with interest at the rate of nine and one-half percent (9.5%) per annum thereon shall be paid in equal monthly payments of $1,140.82 each. Payments of said monthly installments shall begin on July 27, 1994 and continue in like amount on or before the same day of each and every month thereafter until the principal amount and all accrued interest is paid in full. A final payment of all remaining principal and accrued interest shall be due and payable in full on or before July 27, 1997. Interest shall accrue on the principal amount from June 27, 1994. All payments shall first be applied to accrued interest and then to principal as of the date received.

pages 682 - 684
Are duplicated

B. Mortgagor shall have the right to make additional cash payments at any time and may pay the entire balance due, with any interest to date of such payment, at any time without penalty. A partial payment shall not act to reduce the amount or change the date of the next monthly payment due but shall act by reduction of principal owed to reduce the total term of the Mortgage and thus the total amount of interest paid. Mortgagor may pay an amount equal to a monthly payment and specify that it is an advance monthly payment and not a prepayment and thus have said payment act to satisfy the next respective monthly payment obligation.

C. It is specifically agreed that late payments accepted by Mortgagee will not operate to change or modify any of the due dates or other payments due hereunder. Any payment not received as set out herein shall accrue a late charge of $57.04 after 10 days past the due date. A late payment shall not be considered cured until said late payment is paid in full together with any accrued late charge.

TO HAVE AND TO HOLD such property forever (any of such property which is subject to the lien of this Mortgage from time to time is referred to as the "property"), the Mortgagor hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

247048

RECORDED June 27, 1994 10:45AM
59 Mtg. PAGE 682
14.00
COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

Rlsd. Bk 18 Pg 611 10/10/97

This Mortgage is subject to the express condition that, if the Mortgagor pays, or causes to be paid, to the Mortgagee the sums set out above and all extensions and renewals thereof and all other amounts due hereunder, then this Mortgage and such note shall cease and be null and void. The Mortgagor hereby covenants to pay all such amounts.

1. The Mortgagor further covenants and agrees as follows:

(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 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, shall be added to the debt hereby secured, and agree 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 secured hereby until repaid, and the same shall be a lien on the property and be secured by this Mortgage. The Mortgagee is not required by this provision to advance such funds. A failure by Mortgagor to timely pay such taxes, assessments or other lawful charges shall constitute a default under this mortgage the same as non-payment of the sums secured by this mortgage even if such funds are advanced by Mortgagee.

3. 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 or conveyance of the property so sold. The Mortgagor agrees to pay all costs of enforcement and of foreclosure, including reasonable

attorney's 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 attorney's 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 on the indebtedness hereby secured; and (4th) the surplus, if any, shall be paid to the Mortgagor (subject to the rights of any junior lienholder). Provided that no foreclosure action shall be taken by the Mortgagee until thirty (30) days have elapsed since Mortgagee has given written notice to Mortgagor of such default and Mortgagor has failed to cure such default within said thirty (30) day period.

4. 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 secured hereby and any other indebtedness secured hereby, and the Mortgagee shall be entitled to a deficiency judgment.

5. The acceptance of this Mortgage, and the Promissory Note it secures, by the Mortgagee, shall be an acceptance of the terms and conditions contained herein.

6. The covenants and agreements herein contained shall bind, and inure to the benefit of, the respective heirs, devisees, legatees, executors, administrators, successors and assigns of the Mortgagor and the Mortgagee. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

7. 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.

IN WITNESS WHEREOF, this Mortgage has been executed by the Mortgagor as of the date first above written.

LINDA S. VOSIKA

STATE OF Wyoming)
)
COUNTY OF Fremont)

The foregoing **MORTGAGE** was acknowledged before me by LINDA S. VOSIKA, this day of June 23, 1994.

Witness my hand and official seal.

Paula K Lovelock
NOTARY PUBLIC

My Commission Expires: February 10, 1997

I, RONALD L. VOSIKA, husband of LINDA S. VOSIKA, hereby join in the above mortgage for the sole purpose of waiving and I do hereby waive any and all homestead rights I may hold in and to the above described real property under the laws of the State of Wyoming.

Ronald L Vosika
RONALD L. VOSIKA

STATE OF Wyoming)
)
COUNTY OF Fremont)

The foregoing **MORTGAGE** was acknowledged before me by RONALD L. VOSIKA, this day of June 23, 1994.

Witness my hand and official seal.

Paula K Lovelock
NOTARY PUBLIC

My Commission Expires: February 10, 1997

[redacted] [redacted] [redacted]

EXHIBIT "A"

Lot Two (2) of the New Fork Social Club Subdivision, 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 for Sublette County, Wyoming;
TOGETHER WITH all improvements and appurtenances, water and water rights, ditch and ditch rights thereunto appertaining.
SUBJECT TO reservations and restrictions contained in the United States patents or of record, to easements and rights-of-way of record or in use and to prior mineral reservations of record.
SUBJECT TO restrictions governing New Fork Social Club Subdivision as recorded June 4, 1979 in Book 35 of Misc., Page 363, in the office of the County Clerk for Sublette County, Wyoming;
NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM.
NO PROPOSED DOMESTIC WATER SOURCE.
NO PROPOSED PUBLIC MAINTENANCE OF STREETS OR ROADS.

682 A

Rlsd. Blc 18 pg. 62 8/1/94

MORTGAGE

THIS MORTGAGE, made as of the 27th day of June, 19 94, from **SUSAN L. MONTGOMERY,** a single woman, of P.O. Box 1131, Pinedale, WY 82941, hereinafter referred to as "Mortgagor", to **CROWELL O. DEAN,** a single woman, of P.O. Box 303, Pinedale, WY 82941, hereinafter referred to as "Mortgagee".

The Mortgagor, for and in consideration of the sum of Eleven Thousand Five Hundred and NO/100 ($11,500.00) Dollars in lawful money of the United States, to secure certain indebtedness, evidenced by a Promissory Note of even date herewith, 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. The indebtedness secured hereby is described as:

A. The principal balance of Eleven Thousand Five Hundred and NO/100 ($11,500.00) Dollars together with interest at the rate of ten percent (10%) per annum thereon shall be paid in one hundred twenty (120) equal monthly installments of interest and principal of $151.97 each. Payments of said monthly installments shall begin on August 1, 1994 and continue in like amount on or before the same day of each and every month thereafter. Interest shall accrue on the principal amount from July 1, 1994. Any excess interest shall be credited at closing. All payments shall first be applied to accrued interest and then to principal as of the date received.

B. Mortgagor shall have the right to make additional cash payments at any time and may pay the entire balance due, with any interest to date of such payment, at any time without penalty. A partial payment shall not act to reduce the amount or change the date of the next monthly payment due but shall act by reduction of principal owed to reduce the total term of the Mortgage and thus the total amount of interest paid. Mortgagor may pay an amount equal to a monthly payment and specify that it is an advance monthly payment and not a prepayment and thus have said payment act to satisfy the next respective monthly payment obligation.

C. It is specifically agreed that late payments accepted by Mortgagee will not operate to change or modify any of the due dates or other payments due hereunder.

TO HAVE AND TO HOLD such property forever (any of such property which is subject to the lien of this Mortgage from time to time is referred to as the "property"), the Mortgagor hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

This Mortgage is subject to the express condition that, if the Mortgagor pays, or causes to be paid, to the Mortgagee the sums set out above and all extensions and renewals thereof and all other amounts due hereunder, then this Mortgage and such

247050

RECORDED June 27, 19 94 11:05 AM
59 Mtg PAGE 682
14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
[redacted] By Cathy Se[redacted]

note shall cease and be null and void. The Mortgagor hereby covenants to pay all such amounts.

1. The Mortgagor further covenants and agrees as follows:

(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 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, shall be added to the debt hereby secured, and agree 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 secured hereby until repaid, and the same shall be a lien on the property and be secured by this Mortgage. The Mortgagee is not required by this provision to advance such funds. A failure by Mortgagor to timely pay such taxes, assessments or other lawful charges shall constitute a default under this mortgage the same as non-payment of the sums secured by this mortgage even if such funds are advanced by Mortgagee.

3. 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 or conveyance of the property so sold. The Mortgagor agrees to pay all costs of enforcement and of foreclosure, including reasonable attorney's 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 attorney's 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 on the indebtedness hereby secured; and (4th) the surplus, if any, shall be paid to the Mortgagor (subject to the rights of any junior lienholder). Provided that no foreclosure action shall be taken by the Mortgagee until thirty (30) days have elapsed since Mortgagee has given written notice to Mortgagor of such default and Mortgagor has failed to cure such default within said thirty (30) day period.

4. 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 secured hereby and any other indebtedness secured hereby, and the Mortgagee shall be entitled to a deficiency judgment.

5. The acceptance of this Mortgage, and the Promissory Note it secures, by the Mortgagee, shall be an acceptance of the terms and conditions contained herein.

6. The covenants and agreements herein contained shall bind, and inure to the benefit of, the respective heirs, devisees, legatees, executors, administrators, successors and assigns of the Mortgagor and the Mortgagee. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

7. 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.

IN WITNESS WHEREOF, this Mortgage has been executed by the Mortgagor as of the date first above written.

Susan L. Montgomery
SUSAN L. MONTGOMERY

STATE OF Wyoming)
)
COUNTY OF Sublette,)

The foregoing **MORTGAGE** was acknowledged before me by SUSAN L. MONTGOMERY, this day of 27 June, 1994.

Witness my hand and official seal.

Kathryn Johnsey
County of
Sublette
My Commission Expires
Notary Public
State of
Wyoming
2-11-96

My Commission Expires:

Kathryn Johnsey
NOTARY PUBLIC

GESA

EXHIBIT "A"

Lot Thirteen (13) and the East 33.333 feet of Lot Fourteen (14), Block Five (5) in the Amended Townsite of Shelter Park, 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 for Sublette County, Wyoming;
TOGETHER WITH all improvements and appurtenances, water and water rights, ditch and di[illegible]n rights thereunto appertaining.
SUBJECT TO reservations and restrictions contained in the United States patents or of record, to easements and rights-of-way of record or in use and to prior mineral reservations of record.

[redacted] [redacted] [redacted]

247054
247054

RECORDED June 27 1994 2:00 PM
IN BOOK 59 MTG PAGE 687
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
BY Tracy Fields

MORTGAGE

Carmen R. Lubs and Susan E. Lance, both single women, of the County of Teton and State of Wyoming, MORTGAGORS, to secure the payment of the principal sum of Three Thousand Nine Hundred Dollars ($3,900.00), evidenced by a Promissory Note of even date herewith, the terms of payment by MORTGAGORS of this indebtedness hereinafter set forth, do hereby mortgage and warrant, and relinquish and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to Randell O. Kjelbertson, of Granville, State of South Dakota, MORTGAGEE, the following described real estate, held in joint tenancy, situate in Sublette County, State of Wyoming:

Green River Ranch Subdivision, Unit A, Lot 14.

MORTGAGORS' indebtedness is to be paid as follows:

A. The principal balance of Three Thousand Nine Hundred Dollars ($3,900.00), together with interest thereon at the rate of seven percent (7%) per annum, shall be paid in twenty-four (24) equal monthly installments of interest and principal of $174.61. Payments of said monthly installments shall begin on the first day of August, 1994. All payments shall first be applied to accrued interest and then to principal as of the date received.

B. MORTGAGORS shall have the right to make additional cash payments at any time and may pay the entire balance due, with any interest to date of such payment, at any time without penalty. A partial payment shall not act to reduce the amount or change the date of the next monthly payment due but shall act by reduction of principal owed to reduce the total term of the Promissory Note and the Mortgage it secures and thus the total amount of interest paid. MORTGAGORS may pay an amount equal to a monthly payment and specify that it is an advance monthly payment and not a prepayment and so have said payment act to satisfy the next respective monthly payment obligation.

C. Late payments accepted by the MORTGAGEE will not operate to change or modify any of the due dates or other payments due hereunder.

This Mortgage is subject to the express condition that, if the MORTGAGORS pay, or cause to be paid, to the MORTGAGEE the sums set out above and all extensions and renewals thereof and all other amounts hereunder, then this Mortgage and respective note shall cease and be null and void. MORTGAGORS hereby covenant to pay all such amounts.

MORTGAGORS further covenant and agree as follows:

1. MORTGAGORS shall pay or cause to be paid all taxes and assessments levied or assessed against the property.

2. MORTGAGORS shall not permit the interest of MORTGAGEE in the property of 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.

3. If MORTGAGORS default in the payment of such taxes, assessments, or other lawful charges, MORTGAGEE may, without notice or demand, pay the same. MORTGAGORS covenant and agree that all such sums of money so expended shall be

687 Released bk 17 pg. 483

added to the debt hereby secured, and agrees to repay the same and all expenses so incurred by MORTGAGEE, with interest thereon from the date of payment at the interest rate provided in the note secured hereby until repaid, and the same shall be a lien upon the property and be secured by this mortgage. MORTGAGEE is not required by this provision to advance such funds. A failure by MORTGAGORS to timely pay such taxes, assessments, or other lawful charges shall constitute a default under this mortgage even if such sums are advanced by MORTGAGEE.

4. Should MORTGAGORS default in the performance of any of the terms and conditions of this mortgage by it to be performed, 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. MORTGAGORS agree to pay all costs of enforcement and of foreclosure, including reasonable attorney's fees. The failure or Mortgagee to promptly foreclose following a default shall not prejudice any right of MORTGAGEE to foreclose thereafter during the continuance of such default or any right to foreclose in case of further default or defaults.

5. 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 parties. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

6. 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.

7. If all or any part of the property or an interest therein is sold or transferred by MORTGAGORS, excluding the creation of a lien or encumbrance subordinate to this mortgage, MORTGAGEE may, at MORTGAGEE's option, declare all the sums secured by this mortgage to be immediately due and payable. Entering into a contract to sell said property shall be a transfer for the purposes of this Paragraph.

8. Failure of any obligation set out in this Mortgage or within the Promissory Note it secures by MORTGAGORS may be treated by MORTGAGEE as default.

DATED this 27th day of June, 1994.

Carmen R. Lubs

Susan E. Lance

STATE OF WYOMING)
)ss
COUNTY OF Sublette)

The foregoing mortgage was acknowledged before me by Carmen R. Lubs and Susan E. Lance this 27th day of June, 1994.

WITNESS my hand and official seal.

PENNY FRETHEIM - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES DECEMBER 16, 1995

My Commission Expires: 12-16-95

Notary Public

THE TITLE GU[redacted]PANY OF WYOMING, INC.
FORM 4½ C

[redacted]

This Instrument
day of
and Recorded in Book
Page
NO.

Marty [redacted] Lee
1901 W Littleton Blvd.
Littleton Co -
80120
303-798-2526

MORTGAGE DEED

DANIEL R. HORST AND JACQUELINE S. HORST, HUSBAND AND WIFE

mortgagor S, of WELD County, State of COLORADO, to secure the payment of ONE HUNDRED FIFTY THOUSAND---------- Dollars, due July 1, 1995 with interest thereon at the rate of 8 1/2 percent per year (said sum, and the interest thereon, being referred to as the "indebtedness"), payable INTEREST ONLY, PAYABLE MONTHLY, AT THE RATE OF $1062.50 PER MONTH, COMMENCING WITH THE FIRST PAYMENT AUGUST 1, 1994, AND EACH MONTH THEREAFTER UNTIL DUE DATE

in accordance with the provisions of that certain promissory note, dated JUNE 23, 1994, hereby mortgage and warrant to mortgagee, ANNABELLA FARKAS-SCHMIT

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

Tract 22 and the E1/2 Tracts 23 and 24, Redstone Upper Green River Subdivision, Sublette County, Wyoming

Mortgagors agree to pay the indebtedness according to the terms of said promissory note, and, during the life of this mortgage, to pay all taxes and assessments on the premises and to keep the improvements thereon insured against fire and other hazards in a sum not less than $150,000.00 ($_____) 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 23rd day of JUNE, 1994.

Daniel R. Horst

Jacqueline S. Horst

Attest Seal:

STATE OF COLORADO }
COUNTY OF ARAPAHOE } ss.

247060

RECORDED June 27 1994 3:10 PM
IN BOOK 59 Mtg 1 PAGE 689
FEES 6.00
SUBLETTE COUNTY CLERK
By Cathy Sexton COUNTY CLERK

The foregoing instrument was acknowledged before me by Daniel R. Horst and Jacqueline S. Horst, Husband and Wife,

this 23rd day of June, 1994.

Witness my hand and official seal.

My Commission expires: 4-20-96

Notary Public
1901 W. Littleton Blvd.
Littleton, CO 80120

Title of Officer

OIL CITY PRINTING — CASPER, WYOMING

Mod. Agmt BK 71 Mtg. pg 72 9/9/89
Asn. BK 68 pg 714 1/25/94

689

THE TITLE GUARANTY COMPANY OF WYOMING, INC.
FORM 474-0

690

Mod. Agree Book 77 mtg. pg. 72 9/9/99

This Instrument
day of
and Recorded in Book
Page
No.

Marty Miller
1901 W Littleton Blvd.
Littleton Co - 80120
303-798-2526

MORTGAGE DEED

DANIEL R. HORST AND JAQUELINE S. HORST, HUSBAND AND WIFE

mortgagor S, of WELD County, State of COLORADO, to secure the payment of -----SIXTY TWO THOUSAND AND NO/100----------Dollars, due July 1, 1995 with interest thereon at the rate of 8 1/2 percent per year (said sum, and the interest thereon, being referred to as the "indebtedness"), payable INTEREST ONLY, PAYABLE MONTHLY, AT THE RATE OF $439.17 PER MONTH COMMENCING WITH THE FIRST PAYMENT AUGUST 1, 1994, AND EACH MONTH THEREAFTER UNTIL DUE DATE

in accordance with the provisions of that certain promissory note, dated JULY 1, 1994, hereby mortgage and warrant to mortgagee, MARTIN P. MILLER, TRUSTEE

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

Tract 22 and the E1/2 Tracts 23 and 24, Redstone Upper Green River Subdivision, Sublette County, Wyoming

Mortgagors agree to pay the indebtedness according to the terms of said promissory note, and, during the life of this mortgage, to pay all taxes and assessments on the premises and to keep the improvements thereon insured against fire and other hazards in a sum not less than ($) 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 23rd day of June 1994

Daniel R. Horst

Jacqueline S. Horst

Attest Seal:

STATE OF COLORADO }
COUNTY OF ARAPAHOE } ss.

247061

RECORDED June 27 1994 2:10 PM
IN BOOK 59 Mtg. PAGE 690
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

The foregoing instrument was acknowledged before me by Daniel R. Horst and Jacqueline S. Horst, Husband and Wife,

this 23rd day of June 1994

Witness my hand and official seal.

My Commission expires: 4-20-96

Notary Public
1901 W. Littleton Blvd.
Littleton, CO 80120

Title of Officer

CO. CITY PRINTING — CASPER, WYOMING

SAWYER, B.A. PI
277780

AFTER RECORDING MAIL TO:

247084

RECORDED JUNE 28 1994 1:45P M
IN BOOK 59 MISC PAGE 691
FEES 16.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
BY TRACEY L FIELDS

LOAN NO. 277780

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 28, 1994 The mortgagor is

Brian A. Sawyer and Carol J. Sawyer, Husband and Wife

("Borrower").

This Security Instrument is given to Wallick and Volk, Inc.

which is organized and existing under the laws of The State of Wyoming , and whose address is 222 East 18th Street, Cheyenne, WY 82001 ("Lender"). Borrower owes Lender the principal sum of Eighty One Thousand Dollars 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 July 1, 2024 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in Sublette County, Wyoming:

Lot 34 of the Meadow Canyon Estates, Sublette County, Wyoming.

which has the address of 138 First North 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, appurtenances, and 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.

Rlsd. Bk 19 Rel. pg 165 5/19/98

Assigned Bk 60 Pg 142

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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the funds sets a lessor amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or if any Federal Home Loan Bank Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provdes otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under 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 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 (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 or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with **paragraph 7**

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 21 the Property is acquired by Lender, Borrower's rights 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default in any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgement could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's Interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the convenants 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 forfeiture 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 attorney's 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the periods that Lender requires) provided by

an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. Borrower Not Released; Forebearance 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.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the sucessors 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 accomodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. 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.

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 or 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 as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, not allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20,, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 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 21, 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. Lend 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.

22. 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.

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

24. 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
- ☐ Graduated Payment Rider
- ☐ Balloon Rider
- ☐ Other(s) [specify]
- ☐ Condominium Rider
- ☐ Planned Unit Development Rider
- ☐ Rate Improvement Rider
- ☐ 1-4 Family Rider
- ☐ Biweekly Payment Rider
- ☐ Second Home Rider

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

Witnesses:

_____

_____

Brian A. Sawyer (Seal) Borrower

Social Security Number 520-80-3940

Carol J. Sawyer (Seal) Borrower

Social Security Number 520-76-7636

_____ (Seal) Borrower

Social Security Number _____

_____ (Seal) Borrower

Social Security Number _____

_____ [Space Below This Line For Acknowledgment] _____

STATE OF Wyoming **County ss:** Sublette

The foregoing instrument was acknowledged before me this (date)

by Brian A. Sawyer and Carol J. Sawyer (person acknowledging)

My Commission expires: 8-19-97

Notary Public

SYLVIA ELY
Notary Public
County of
Sublette
State of
Wyoming
My Commission Expires: 8-19-97

1436147

[redacted] [redacted] [redacted]

WHEN RECORDED MAIL TO:
KEYCORP MORTGAGE INC.
18TH STREET & CAREY AVENUE
P.O. BOX 567
CHEYENNE, WYOMING 82003

247098
247098

RECORDED June 29, 1994 11:00 AM
IN BOOK 59 Mtg. PAGE 697
FEES $ 16.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE TWENTY-FOURTH, 19 94. The mortgagor is KEN NISHIYAMA AND MARY J. NISHIYAMA, HUSBAND AND WIFE ("Borrower"). This Security Instrument is given to KEYCORP MORTGAGE INC., which is organized and existing under the laws of THE STATE OF MARYLAND, and whose address is 205 PARK CLUB LANE BUFFALO, NEW YORK 14231-9000 ("Lender"). Borrower owes Lender the principal sum of FIFTY THOUSAND AND NO/100 Dollars (U.S. $ 50,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JULY 1ST, 2009. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 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 6 AND 7, BLOCK 2 OF THE JONES ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

which has the address of 63 S. MADISON 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, appurtenances, and 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.

Rlsd. Bk 19 Rel-Pg 547 3/2/99 697

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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under 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 Lender's opinion operate to prevent the enforcement of the lien; 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 or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgement could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture 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 attorney's 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower

shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. 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.

12. 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.

13. 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.

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

[redacted] [redacted] [redacted]

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 judgement enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence. 702

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.

22. 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.

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

24. 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
- ☐ 1—4 Family Rider
- ☐ Graduated Payment Rider
- ☐ Planned Unit Development Rider
- ☐ Biweekly Payment Rider
- ☐ Balloon Rider
- ☐ Rate Improvement Rider
- ☐ Second Home 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.

Witnesses:

Ken Nishiyama
KEN NISHIYAMA (Seal) -Borrower

Mary J. Nishiyama
MARY J. NISHIYAMA (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

[Space Below This Line For Acknowledgment]

STATE OF WYOMING, **County ss:** SUBLETTE

On this 24 day of JUNE 1994, before me, the subscriber, personally appeared KEN NISHIYAMA AND MARY J. NISHIYAMA, HUSBAND AND WIFE to me personally known and known to me to be the same person described in and who executed the within instrument, and ARE acknowledged to me that THEY executed the same.

EDWIN R. ADAMS - NOTARY PUBLIC
County of Sublette — State of Wyoming
My Commission Expires 7-28-96

My Commission Expires: 7-28-96

Edwin R. Adams
Notary Public

HUNTER, D. J. PI
277574

247109

RECORDED June 30, 1994 11:45AM
IN BOOK 59 Mtg. PAGE 703
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sacton

FHA MORTGAGE

FHA Case No.
591-0742885-703

State of Wyoming

THIS MORTGAGE ("Security Instrument") is given on June 30, 1994
The Mortgagor is

Daniel J. Hunter and Jennifer A. Hunter, Husband and Wife

whose address is 10 Aspen Lane, Big Piney, WY 83113
("Borrower"). This Security Instrument is given to

Wallick and Volk, Inc.

which is organized and existing under the laws of The State of Wyoming, and whose address is 222 East 18th Street, Cheyenne, WY 82001
("Lender"). Borrower owes Lender the principal sum of
Sixty Eight Thousand One Hundred Forty Nine Dollars and no/100

Dollars (U.S. $ 68,149.00). 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, 2024. 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 6 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 the power of sale, the following described property located in Sublette County, Wyoming.

Lots 5 and 7 of the Little Piney Subdivision, Sublette County, Wyoming.

which is the address of 10 Aspen Lane, 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.

Rlsd. Bk 22 Rel. pg. 52 8-21-02

Asn. Bk 84 pg. 488 7/30/01
Assigned BK 60 Pg 141

HUNTER, D. J. PI
2775741

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by Paragraph 4.

Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become delinquent.

If at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. In any year in which the Lender must pay a mortgage insurance premium to the Secretary, each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary; or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by lender as follows:
First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;
Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance primiums, as required;
Third, to interest due under the Note;
Fourth, to amortization of the principal of the Note;
Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lenders of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the property if the property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other 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, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

7. 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 place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly

Any applicati[redacted] proceeds to the principal [redacted] r postpone the due date of the monthl[redacted]ents, which are referred to in Paragraph 2, or change the am[redacted]ich payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the note secured thereby not be eligible for insurance under the National Housing Act within 180 days from the date hereof, Lender may, at its option and notwithstanding anything in Paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 180 days from the date hereof, declining to insure this Security Instrument and the note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of 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 successor 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.

12. 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 9.b. 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 accomodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. 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 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.

14. 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.

15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

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

17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender 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 17, including, but not limited to, reasonable attorneys' fees and costs of the 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 13. Lender shall publish 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.

18. 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.

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

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

☐ Condominium Rider ☐ Graduated Payment Rider ☐ Growing Equity Rider

☐ Planned Unit Development Rider ☐ Other [Specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in pages 1 through 4 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

_____ Daniel J. Hunter (Seal) Borrower

_____ Jennifer A. Hunter (Seal) Borrower

_____ (Seal) Borrower

_____ (Seal) Borrower

STATE OF WYOMING, County ss: Sublette

The foregoing instrument was acknowledged before me this Thirtieth Day of June, 1994 (date) by Daniel J. Hunter and Jennifer A. Hunter, Husband and Wife

(person acknowledging)

My Commission expires: 5/19/97

_____ Notary Public

SYLVIA ELY
County of
Sublette
My Commission Expires: 5/19/97
Notary Public
State of
Wyoming

MORTGAGE MODIFICATION AGREEMENT

WHEREAS, on the 24th day of May 1991, William G. Kellen and Sherry P. Kellen, hereafter known as "Borrower" did execute a Mortgage in favor of Key Bank of Wyoming, Big Piney Branch, 440 Budd Avenue, Big Piney, WY hereafter known as "Bank". Said Mortgage covered the following described real estate situated in Sublette County, Wyoming, to wit:

See Legal Description, Schedule C, attached hereto and made a part hereof.

Said Mortgage was recorded in the office of the Sublette County Clerk on June 24, 1991 at 9:00 a.m. in Book 53 of Mortgages on Page 709.

WHEREAS, said Mortgage has a stated maturity date of May 24, 1992.

NOW, THEREFORE, it is in the mutual interest of said "Borrower" and the "Bank" that the new maturity date of said Mortgage shall be June 6, 1995. All other terms and conditions of said Mortgage shall remain the same.

Key Bank of Wyoming

William G. Kellen

Sherry Kellen

On this 9th day of June, 1994, before me personally appeared William G. Kelland and Sherry Kellen to me known to be the persons described and who executed the same as their free act and deed.

Given my hand and notarial seal this 9th day of June, 1994.

Leila L Sanders

NOTARY PUBLIC

LEILA L. SANDERS
NOTARY PUBLIC
Sublette County, WY
My Commission expires
11-4-96

Nov. 4 1996
MY COMMISSION EXPIRES

247112

RECORDED June 30, 1994 2:20 PM
IN BOOK 59 Mtg. PAGE 707
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sorton

STATE OF WYOMING
COUNTY OF SUBLETTE

ON THIS 9TH DAY OF JUNE, 1994, SHERRY KELLEN PERSONALLY APPEARED BEFORE ME WHO IS PERSONALLY KNOWN TO ME TO BE THE SIGNER OF THE ABOVE INSTRUMENT, AND SHE ACKNOWLEDGED THAT SHE EXECUTED IT.

Susan Gulbrandson
NOTARY
RESIDING AT SUBLETTE COUNTY
MY COMMISSION EXPIRES 2/21/95

Susan Gulbrandson
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
Feb. 21, 1995

EXHIBIT C

That part of the East one-half of Section 7, Township 36 North, Range 110 West of the 6th P.M., Sublette County, Wyoming, lying west of the west right-of-way line of Wyoming State Highway 352, excepting therefrom the following described parcel: That portion of the West ½ of the East ½ of Section 7, Township 36 North, Range 110 West of the 6th P.M., described as follows: BEGINNING at the North quarter corner of said Section 7; thence N87°07'E, 258.65 feet to the westerly right-of-way line of State Highway 352, said westerly line being parallel and 75.00 feet distant from the center-line of said highway; thence S18°41'W along said right-of-way line 329.35 feet to the beginning of a spiral curve to the left, the centerline of said curve is a 5°00' curve the spiral lengths of which are 500.00 feet, the total centerline length of which is 1229.30 feet, and the total central angle of which is 36°28' thence along said westerly line of said curve to a point on said curve, a radial line through said point bears S89°12'30"W; thence leaving said westerly right-of-way S89°12'30"W, 4.12 feet to the West line of the Northeast ¼ of said Section 7; thence N0°53'17"W along said line to the Point of Beginning.

KEY BANK

Key Bank of Wyoming
JACKSON
120 WEST PEARL STREET
JACKSON, WY 83001
307/733-4884 (Lender)

MORTGAGE

247113
247113

RECORDED June 30, 1994 2:40 PM
IN BOOK 59 Mtg. PAGE 709
FEES 14.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

BORROWER	MORTGAGOR
ERIC D. WERMUTH BAMBI L. WERMUTH	ERIC WERMUTH and BAMBI L. WERMUTH, husband and wife
ADDRESS P.O. BOX 4451 JACKSON, WY 83001	ADDRESS P.O. BOX 4451 JACKSON, WY 83001
TELEPHONE NO. 307/739-1405 IDENTIFICATION NO.	TELEPHONE NO. 307/739-1405 IDENTIFICATION NO.

This document was prepared by the Lender indicated above.

In consideration of the loan or other credit accommodation hereinafter specified and any future advances or future Obligations which may hereinafter be advanced or incurred and the trust hereinafter mentioned and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby warrants and mortgages to Lender, its successors and assigns, with power of sale and right of entry and possession all of Mortgagor's present and future estate, right, title and interest in and to the real property described in Schedule A which is attached to this Mortgage and incorporated herein together with all present and future improvements and fixtures; privileges, hereditaments, and appurtenances; leases, licenses and other agreements; rents, issues and profits; water, well, ditch, reservoir and mineral rights and stocks pertaining to the real property (cumulatively "Property"); until payment in full of all Obligations secured hereby.

Moreover, in further consideration, Mortgagor does, for Mortgagor and Mortgagor's heirs, representatives and assigns, hereby expressly warrant, covenant, and agree with Lender its successors and assigns as follows:

1. OBLIGATIONS. This Mortgage shall secure the payment and performance of all present and future indebtedness, liabilities, obligations and covenants of Borrower or Mortgagor (cumulatively "Obligations") to Lender pursuant to:

(a) this Mortgage and the following promissory notes and other agreements:

INTEREST RATE	PRINCIPAL AMOUNT/ CREDIT LIMIT	FUNDING/ AGREEMENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER
FIXED	$150,000.00	06/24/94	07/01/95	80674	102954

(b) all other present or future, written agreements with Lender which refer specifically to this Mortgage **(whether executed for the same or different purposes than the foregoing)**;

(c) any guaranty of obligations of other parties given Lender now or hereafter executed which refers to this Mortgage;

(d) future advances, whether made under an open-end credit agreement or otherwise, to the same extent as if made contemporaneously with the execution of this Mortgage, made or extended on behalf of Mortgagor or Borrower. Mortgagor agrees that if one of the Obligations is a line of credit, the lien of this Mortgage shall continue until payment in full of all debt due under the line notwithstanding the fact that from time to time (but before termination of the line) no balance may be outstanding;

(e) all repeated amendments, extensions, renewals, modifications, replacements or substitutions to any of the foregoing.

As used in this Paragraph 1, the terms Mortgagor and Borrower shall include and also mean any Mortgagor or Borrower if more than one.

2. REPRESENTATIONS, WARRANTIES AND COVENANTS. Mortgagor represents, warrants and covenants to Lender that:

(a) Mortgagor shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Mortgage and those described in Schedule B which is attached to this Mortgage and incorporated herein by reference, which Mortgagor agrees to pay and perform in a timely manner;

(b) Mortgagor is in compliance in all respects with all applicable federal, state and local laws and regulations, including, without limitation, those relating to "Hazardous Materials", as defined herein, and other environmental matters (the "Environmental Laws"), and neither the federal government nor the State of Wyoming or any other governmental or quasi governmental entity has filed a lien on the Property, nor are there any governmental, judicial or administrative actions with respect to environmental matters pending, or to the best of the Mortgagor's knowledge, threatened, which involve the Property. Neither Mortgagor nor, to the best of Mortgagor's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any Hazardous Materials as defined herein, in connection with the Property or transported any Hazardous Materials to or from the Property. Mortgagor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) friable or nonfriable asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; and (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect. Mortgagor shall not lease or permit the sublease of the Property to a tenant or subtenant whose operations may result in contamination of the Property with Hazardous Materials or toxic substances;

(c) All applicable laws and regulations (including, without limitation, the Americans with Disabilities Act, 42 U.S.C. 12101 et seq. (and all regulations promulgated thereunder) and all zoning and building laws and regulations) relating to the Property by virtue of any federal, state or municipal authority with jurisdiction over the Property presently are and shall be observed and complied with in all material respects, and all rights, licenses, permits, and certificates of occupancy (including but not limited to zoning variances, special exceptions for nonconforming uses, and final inspection approvals), whether temporary or permanent, which are materials to the use and occupancy of the Property, presently are and shall be obtained, preserved and, where necessary, renewed;

(d) Mortgagor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Mortgagor at any time;

(e) No action or proceeding is or shall be pending or threatened which might materially affect the Property; and

(f) Mortgagor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage.

3. PRIOR MORTGAGES. Mortgagor represents and warrants that there are no prior mortgages or deeds of trust affecting any part of the Property except as set forth on Schedule B attached to this Mortgage which Mortgagor agrees to pay and perform in a timely manner. If there are any prior mortgages or deeds of trust then Mortgagor agrees to pay all amounts owed, and perform all obligations required, under such mortgages or deeds of trust and the indebtedness secured thereby and further agrees that a default under any prior mortgage or deed of trust shall be a default under this Mortgage and shall entitle Lender to all rights and remedies contained herein or in the Obligations to which Lender would be entitled in the event of any other default.

709 Released BK 17 pg 222 12/7/94

 EW Initials

4. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN MORTGAGORS OR BORROWERS. In the event of a sale, conveyance, lease, contract for deed or transfer to any person of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Mortgagor (if Borrower or Mortgagor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity), Lender may, at its option declare the outstanding principal balance of the Obligations plus accrued interest thereon immediately due and payable, or, at Lender's sole option, Lender may consent to said conveyance in writing and may increase the interest rate of the Obligations to the interest rate which Lender would then commit to make a first mortgage loan of similar character with similar security, as determined by Lender in its sole discretion, or compensate Lender for such increased risk resulting from the breach of the foregoing covenants. At Lender's request, Mortgagor or Borrower, as the case may be, shall furnish a complete statement setting forth all of its stockholders or partners, as appropriate, and the extent of their respective stock ownership or partnership interests.

5. ASSIGNMENT OF RENTS. In consideration of the Obligations, which are secured by this Mortgage, Mortgagor absolutely assigns to Lender all Mortgagor's estate, right, title, interest claim and demand now owned or hereafter acquired in all existing and future leases of the Property (including extensions, renewals and subleases), all agreements for use and occupancy of the Property (all such leases and agreements whether written or oral, are hereafter referred to as the "Leases"), and all guaranties of lessees' performance under the Leases, together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues, profits and other income of any nature now or hereafter due (including any income of any nature coming due during any redemption period) under the Leases or from or arising out of the Property including minimum rents, additional rents, percentage rents, parking or common area maintenance contributions, tax and insurance contributions, deficiency rents, liquidated damages following default in any Lease, all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability caused by destruction or damage to the Property, all proceeds payable as a result of a lessee's exercise of an option to purchase the Property all proceeds derived from the termination or rejection of any Lease in a bankruptcy or other insolvency proceeding, and all proceeds from any rights and claims of any kind which Mortgagor may have against any lessee under the Leases or any occupants of the Property (all of the above are hereafter collectively referred to as the "Rents"). This assignment is subject to the right, power and authority given to the Lender to collect and apply the Rents. The lien created by this assignment is intended to be specific, perfected, and choate upon the recording of this Mortgage. As long as there is no default under the Obligations or this Mortgage, Lender grants Mortgagor a revocable license to collect all Rents from the Leases when due and to use such proceeds in Mortgagor's business operations. However, Lender may at any time require Mortgagor to deposit all Rents into an account maintained by Mortgagor or Lender at Lender's institution. Upon default in the payment of, or in the performance of, any of the Obligations, Lender may at its option take possession of the Property and have, hold, manage, lease and operate the Property on terms and for a period of time that Lender deems proper. Lender may proceed to collect and receive all Rents, from the property, and Lender shall have full power to periodically make alterations, renovations, repairs or replacements to the Property as Lender may deem proper. Lender may apply all Rents to the payment of the cost of such alterations, renovations, repairs and replacements and any expenses incident to taking and retaining possession of the Property and the management and operation of the Property. Lender may keep the Property properly insured and may discharge any taxes, charges, claims, assessments and other liens which may accrue. The expense and cost of these actions may be paid from the Rents received, and any unpaid amounts shall be added to the principal of the Obligations. These amounts, together with other costs, shall become part of the Obligations secured by this Mortgage.

6. LEASES AND OTHER AGREEMENTS. Mortgagor shall not take or fail to take any action which may cause or permit the termination or the withholding of any payment in connection with any Lease or other agreement ("Agreement") pertaining to the Property. In addition, Mortgagor, without Lender's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Mortgagor's rights, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Mortgagor receives at any time any written communication asserting a default by Mortgagor under an Agreement or purporting to terminate or cancel any Agreement, Mortgagor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender. All such Agreements and the amounts due to Mortgagor thereunder are hereby assigned to Lender as additional security for the Obligations.

7. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lender shall be entitled to notify or require Mortgagor to notify any third party (including, but not limited to, lessees, licensees, governmental authorities and insurance companies) to pay Lender any Indebtedness or obligation owing to Mortgagor with respect to the Property (cumulatively "Indebtedness") whether or not a default exists under this Mortgage. Mortgagor shall diligently collect the Indebtedness owing to Mortgagor from these third parties until the giving of such notification. In the event that Mortgagor possesses or receives possession of any instruments or other remittances with respect to the Indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any Indebtedness or the payment of any insurance or condemnation proceeds, Mortgagor shall hold such instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required, to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral upon, or otherwise settle any of the Indebtedness whether or not an event of default exists under this Agreement. Lender shall not be liable to Mortgagor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Notwithstanding the foregoing, nothing herein shall cause Lender to be deemed a mortgagee in possession.

8. USE AND MAINTENANCE OF PROPERTY. Mortgagor shall take all actions and make any repairs needed to maintain the Property in good condition. Mortgagor shall not commit or permit any waste to be committed with respect to the Property. Mortgagor shall use the Property solely in compliance with applicable law and insurance policies. Mortgagor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the beneficial interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Mortgagor's sole expense.

9. LOSS OR DAMAGE. Mortgagor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any cause whatsoever. In the event of any Loss or Damage, Mortgagor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.

10. INSURANCE. The Property will be kept insured for its full insurable value (replacement cost) against all hazards including loss or damage caused by flood, earthquake, tornado and fire, collision, theft or other casualty to the extent required by Lender. Mortgagor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least 30 days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a loss payee and provide that no act or omission of Mortgagor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. In the event Mortgagor fails to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and the insurance cost shall be an advance payable and bearing interest as described in Paragraph 21 and secured hereby. Mortgagor shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Mortgagor in making and settling claims under insurance policies, cancelling any policy or endorsing Mortgagor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constantly assigned, pledged and delivered to Lender for further securing the Obligations. In the event of loss, Mortgagor shall immediately give Lender written notice and Lender is authorized to make proof of loss. Each insurance company is directed to make payments directly to Lender instead of to Lender and Mortgagor. Lender shall have the right, at its sole option, to apply such monies toward the Obligations or toward the cost of rebuilding and restoring the Property. Any amounts may at Lender's option be applied in the inverse order of the due dates thereof.

11. ZONING AND PRIVATE COVENANTS. Mortgagor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Mortgagor's use of the Property becomes a nonconforming use under any zoning provision, Mortgagor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Mortgagor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.

12. CONDEMNATION. Mortgagor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Mortgagor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property.

13. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS. Mortgagor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Mortgagor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Mortgagor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name.

14. INDEMNIFICATION. Lender shall not assume or be responsible for the performance of any of Mortgagor's obligations with respect to the Property under any circumstances. Mortgagor shall immediately provide Lender with written notice of and indemnify and hold Lender and its shareholders, directors, officers, employees and agents harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses), causes of action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Mortgagor, upon the request of Lender, shall hire legal counsel to defend Lender from such Claims, and pay the attorneys' fees, legal expenses and other costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Mortgagor's cost. Mortgagor's obligation to indemnify Lender under this paragraph shall survive the termination, release or foreclosure of this Mortgage.

15. TAXES AND ASSESSMENTS. Mortgagor shall pay all taxes and assessments relating to Property when due and immediately provide Lender evidence of payment of same. Upon the request of Lender, Mortgagor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance premium, taxes and assessments pertaining to the Property. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so held to pay any [redacted] or against the Obligations. Any funds applied may, at Lender's option, be applied in reverse order of the due date thereof. [redacted]

16. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Mortgagor shall allow Lender or its agents to examine and inspect the Property and examine, inspect and make copies of Mortgagor's books and records pertaining to the Property from time to time. Mortgagor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Mortgagor's books and records shall be genuine, true, accurate and complete in all respects. Mortgagor shall note the existence of Lender's beneficial interest in its books and records pertaining to the Property. Additionally, Mortgagor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Mortgagor's financial condition or the Property. The information shall be for such periods, shall reflect Mortgagor's records at such time, and shall be rendered with such frequency as Lender may designate. All information furnished by Mortgagor to Lender shall be true, accurate and complete in all respects, and signed by Mortgagor if Lender requests.

17. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Mortgagor shall deliver to Lender, or any intended transferee of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance on the Obligations; and (b) whether Mortgagor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature or such claims, defenses, set-offs or counterclaims. Mortgagor will be conclusively bound by any representation that Lender may make to the intended transferee with respect to these matters in the event that Mortgagor fails to provide the requested statement in a timely manner.

18. DEFAULT. Mortgagor shall be in default under this Mortgage in the event that Mortgagor, Borrower or any guarantor of any Obligation:

(a) fails to pay any Obligation to Lender when due;
(b) fails to perform any Obligation or breaches any warranty or covenant to Lender contained in this Mortgage or any other present or future agreement;
(c) destroys, loses or damages the Property in any material respect or the Property becomes subject to seizure, confiscation or condemnation;
(d) seeks to revoke, terminate or otherwise limit its liability under any guaranty to Lender or any individual guarantor dies;
(e) dies, becomes legally incompetent, is dissolved or terminated, becomes insolvent, makes an assignment for the benefit of creditors, fails to pay debts as they become due, files a petition under the federal bankruptcy laws, has an involuntary petition in bankruptcy filed in which Mortgagor, Borrower or any guarantor is named or has property taken under any writ or process of court;
(f) allows goods to be used on, transported or stored on the Property, the possession, transportation, or use of which, is illegal;
(g) allows any party other than Mortgagor or Borrower to assume or undertake any Obligation without the written consent of Lender; or
(h) causes Lender to deem itself insecure due to a significant decline in the value of the Property; or Lender, in good faith, believes that the prospect of payment or performance is impaired.

19. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):

(a) to declare the Obligations immediately due and payable in full;
(b) to collect the outstanding Obligations with or without resorting to judicial process;
(c) to require Mortgagor to deliver and make available to Lender any personal property or Chattels constituting the Property at a place reasonably convenient to Mortgagor and Lender;
(d) to enter upon and take possession of the Property without applying for or obtaining the appointment of a receiver and, at Lender's option, to appoint a receiver without bond, without first bringing suit on the Obligations and without otherwise meeting any statutory conditions regarding receivers, it being intended that Lender shall have this contractual right to appoint a receiver;
(e) to employ a managing agent of the Property and let the same, in the name of Lender or in the name of Mortgagor, and receive the rents, incomes, issues and profits of the Property and apply the same, after payment of all necessary charges and expenses, on account of the Obligations;
(f) to pay any sums in any form or manner deemed expedient by Lender to protect the security of this Mortgage or to cure any default other than payment of interest or principal on the Obligations;
(g) to foreclose this Mortgage either by suit at law or equity, as Lender may elect, or to foreclose this Mortgage by advertisement and sale of the property at public venue for cash, according to Wyoming statutes governing mortgage foreclosures;
(h) to set-off Mortgagor's Obligations against any amounts owed Mortgagor by Lender including, but not limited to, monies, instruments, and deposit accounts maintained with Lender or any currently existing or future affiliate of Lender; and
(I) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Mortgagor, Mortgagor waives the posting of any bond which might otherwise be required. Lender or Lender's designee may purchase the Property at any sale. The Property or any part thereof may be sold in one parcel, or in such parcels, manner or order as Lender in its sole discretion may elect, and one or more exercises of the power herein granted shall not extinguish or exhaust the power unless the entire Property are sold or the Obligations paid in full.

20. SECURITY INTEREST UNDER THE UNIFORM COMMERCIAL CODE. This Mortgage shall be considered a financing statement pursuant to the provisions of the Uniform Commercial Code covering fixtures, chattels, and articles of personal property now owned or hereafter attached to or to be used in connection with the Property together with any and all replacements thereof and additions thereto (the "Chattels"), and Mortgagor hereby grants Lender a security interest in such Chattels. The debtor is the Mortgagor described above. The secured party is the Lender described above. Upon demand, Mortgagor shall make, execute and deliver such security agreements (as such term is defined in the Uniform Commercial Code of Wyoming) as Lender at any time may deem necessary or proper or require to grant to Lender a perfected security interest in the Chattels, and upon Mortgagor's failure to do so, Lender is authorized to sign any such agreement as the agent of Mortgagor. Mortgagor hereby authorizes Lender to file financing statements (as such term is defined in said Uniform Commercial Code) with respect to the Chattels, at any time, without the signature of Mortgagor. Mortgagor will, however, at any time upon request of Lender, sign such financing statements. Mortgagor will pay all filing fees for the filing of such financing statements and for the refiling thereof at the times required, in the opinion of Lender, by said Uniform Commercial Code. If the lien of this Mortgage be subject to any security agreement covering the Chattels, then in the event of any default under this Mortgage, all the right, title and interest of Mortgagor in and to any and all of the Chattels is hereby assigned to Lender, together with the benefit of any deposits or payments now or hereafter made thereof by Mortgagor or the predecessors or successors in title of Mortgagor in the Property.

21. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Lender, at Lender's option, may expend funds (including attorneys' fees and legal expenses) to perform any act required to be taken by Mortgagor or to exercise any right or remedy of Lender under this Mortgage. Upon demand, Mortgagor shall immediately reimburse Lender for all such amounts expended by Lender together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the beneficial interest granted herein. If the Obligations are paid after the beginning of publication of notice of sale, as herein provided, or in the event Lender shall, at its sole option, permit Mortgagor to pay any part of the Obligations after the beginning of publication of notice of sale, as herein provided, then, Mortgagor shall pay on demand all expenses incurred by the Lender in connection with said publication, including reasonable attorneys' fees to the attorneys for the Lender, and this Mortgage shall be security for all such expenses and fees.

22. APPLICATION OF PAYMENTS. All payments made by or on behalf of Mortgagor may be applied against the amounts paid by Lender (including attorneys' fees and legal expenses) in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Lender chooses.

23. POWER OF ATTORNEY. Mortgagor hereby appoints Lender as its attorney-in-fact to endorse Mortgagor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Mortgagor under this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Mortgagor from any Obligation or cure any default under this Mortgage. The powers of attorney described in this Mortgage are coupled with an interest and are irrevocable.

24. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.

25. COLLECTION COSTS. To the extent permitted by law, Mortgagor agrees to pay Lender's reasonable fees and costs, including but not limited to fees and costs of attorneys and other agents (including without limitation paralegals, clerks and consultants), which are incurred by Lender in collecting any amount due or enforcing any right or remedy under this Mortgage or any other agreement between Mortgagor and Lender, all whether or not suit is brought and including but not limited to fees and costs incurred on appeal, in bankruptcy, and for post-judgment collection actions and whether or not such attorney is an employee of Lender.

26. PARTIAL RELEASE. Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Nothing herein shall be deemed to obligate Lender to release any of its interest in the Property, nor shall Lender be obligated to release any part of the Property if Mortgagor is in default under this Mortgage.

27. MODIFICATION AND WAIVER. The modification or waiver of any of Mortgagor's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by Lender. Lender may perform any of Borrower's or Mortgagor's Obligations, delay or fail to exercise any of its rights or accept payments from Mortgagor or anyone other than Mortgagor without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Mortgagor's Obligations under this Mortgage shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the Obligations belonging to any Mortgagor, Borrower or third party or any of its rights against any Mortgagor, Borrower or third party or any of the Property. Lender's failure to insist upon strict performance of any of the Obligations shall not be deemed a waiver and Lender shall have the right at any time thereafter to insist upon strict performance.

28. SUCCESSORS AND ASSIGNS. This Mortgage shall be binding upon and inure to the benefit of Mortgagor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees and devisees.

29. NOTICES. Except as otherwise required by law, any notice or other communication to be provided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties may designate in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given three (3) days after such notice is sent and any other such notice shall be deemed given when received by the person to whom such notice is being given.

30. SEVERABILITY. If any provision of this Mortgage violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable.

31. APPLICABLE LAW. This Mortgage shall be governed by the laws of the State of Wyoming. Unless applicable law provides otherwise, Mortgagor consents to the jurisdiction and venue of any court selected by Lender, in its sole discretion, located in Wyoming.

32. MISCELLANEOUS. Mortgagor and Lender agree that time is of the essence. Mortgagor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Mortgagor in this Mortgage shall include all persons signing below. If there is more than one Mortgagor, their Obligations shall be joint and several. This Mortgage represents the complete integrated understanding between Mortgagor and Lender pertaining to the terms and conditions hereof.

33. RELEASE AND WAIVER OF HOMESTEAD. 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 Mortgagor is lawfully seized of said Property, that it is free from all encumbrances, and hereby covenants to warrant and defend the title of said Property against the lawful claims of all persons whomsoever.

Any Mortgagor who signs this Mortgage but does not execute the Note or Agreement evidencing the Obligations (the "Note"): (a) is signing this document to grant and convey their interest in the Property under the terms of this document; (b) is not personally obligated to pay the Note; (c) agrees that Lender and any Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this document or the Note without that Mortgagor's consent; (d) hereby releases and forever quit-claims unto Lender, as Mortgagee, all his/her rights of homestead in and to the Property.

34. ADDITIONAL TERMS.

Mortgagor acknowledges that Mortgagor has read, understands, and agrees to the terms and conditions of this Mortgage.

IN WITNESS HEREOF, Mortgagor has executed this instrument either individually or has caused this instrument to be executed and delivered in its name by its duly authorized representative on the date of the acknowledgment.

Dated this 24TH day of JUNE, 1994.

MORTGAGOR: **ERIC D. WERMUTH**

Eric D. Wermuth

ERIC D. WERMUTH

MORTGAGOR: **BAMBI L. WERMUTH**

Bambi L. Wermuth

BAMBI L. WERMUTH

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

) ss.

COUNTY OF [redacted]TON)

On this 24 [redacted] day of June , 1994, before me personally appeared Eric D[redacted]ermuth and Bambi L. Wermuth to me known to be the person(s) described in and who executed the ~~annexed~~ 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.

Given under my hand and seal this 24 day of June , 1994

(SEAL)

Teton [illegible]
[illegible]
August 12, 1997

Notary Public

My Commission Expires:
8-12-97

STATE OF WYOMING)
) ss:
COUNTY OF)

On this day of , , before me personally appeared ,

to me personally known, who, being by me duly sworn, did say that he/she/they are the ,

respectively, of said , executing the foregoing instrument, that said instrument was signed on behalf of said , by authority of its , and the above signed person(s) acknowledged the execution of said instrument to be the free act and deed of said .

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

My Commission Expires:

Notary Public

RELEASE OF HOMESTEAD RIGHTS:

STATE OF WYOMING)
) ss:
COUNTY OF LARAMIE)

On this day of , , before me personally appeared , to me known to be the spouse of , and who executed the foregoing instrument for purposes of waiving and relinquishing his/her homestead rights, acknowledged that he/she had been fully advised of his/her rights and the effect of signing, and acknowledged that he/she executed the foregoing instrument as his/her free act and deed.

Given under my hand and seal this day of , .

(SEAL)

My Commission Expires:

Notary Public

SCHEDULE A

TRACT 17, SHEET 12 OF THE HOBACK RANCHES SUBDIVISION, SUBLETTE COUNTY, WYOMING

SCHEDULE B

AFTER RECORDING RETURN TO LENDER AT ITS ADDRESS DESCRIBED ABOVE.

714

Rlsd. BK 14 Rsl. Pg 500 2/8/19

MORTGAGE

THIS MORTGAGE, made as of the 30th day of June, 1994, from **RONALD BRENT DEAN and JOAN D. DEAN,** husband and wife, of P.O. Box 708, Pinedale, WY 82941, hereinafter referred to as "Mortgagors", to **CHARLES A. GOLDEN and EARLENE M. GOLDEN,** husband and wife, as tenants of an estate by the entireties with full right of survivorship and not as tenants in common, of P.O. Box 66, Daniel, WY 83115, hereinafter referred to as "Mortgagees".

The Mortgagors, for and in consideration of the sum of Thirty-Two Thousand Five Hundred and NO/100 ($32,500.00) Dollars in lawful money of the United States, to secure certain indebtedness, evidenced by a Promissory Note of even date herewith, does hereby grant, bargain, mortgage and convey to the Mortgagees, the real property situated in Sublette County, Wyoming, described in Exhibit "A" as attached hereto. The indebtedness secured hereby is described as:

A. The principal balance of Two Thousand Five Hundred and NO/100 ($2,500.00) Dollars shall be paid on July 1, 2000. No interest shall accrue on said amount.

B. The sum of $30,000.00 together with interest at the rate of 7% per annum, shall be paid in monthly payments of $308.51 commencing on August 1, 1994 and continue on the first day of each and every month thereafter until paid in full. In addition to the monthly payments required above, an additional principal payment of $5,000.00 shall be due on July 1, 1997 and an additional principal payment of $2,500.00 shall be due on July 1, 2000.

C. All sums due hereunder shall regardless of the foregoing, be due and payable no later than June 1, 2013.

D. All payments shall first be applied to accrued interest and then to principal as of the date received.

E. Mortgagors shall have the right to make additional cash payments at any time and may pay the entire balance due, with any interest to date of such payment, at any time without penalty. A partial payment shall not act to reduce the amount or change the date of the next monthly payment due but shall act by reduction of principal owed to reduce the total term of the Mortgage and thus the total amount of interest paid. Mortgagors may pay an amount equal to a monthly payment and specify that it is an advance monthly payment and not a prepayment and thus have said payment act to satisfy the next respective monthly payment obligation.

F. It is specifically agreed that late payments accepted by Mortgagees will not operate to change or modify any of the due dates or other payments due hereunder.

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

247117

RECORDED June 30, 1994 3:20 PM
IN BOOK 59 Mtg. PAGE 714
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

"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 to the express condition that, if the Mortgagors pay, or cause to be paid, to the Mortgagees the sums set out above and all extensions and renewals thereof and all other amounts due hereunder, then this Mortgage and such note shall cease and be null and void. The Mortgagors hereby covenant to pay all such amounts.

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.

(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, 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 secured hereby until repaid, and the same shall be a lien on the property and be secured by this Mortgage. The Mortgagees is not required by this provision to advance such funds. A failure by Mortgagors to timely pay such taxes, assessments or other lawful charges shall constitute a default under this mortgage the same as non-payment of the sums secured by this mortgage even if such funds are advanced by Mortgagees.

3. 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 or conveyance of the property so sold. The Mortgagors agree to pay all costs of enforcement and of foreclosure, including reasonable attorney's 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 attorney's 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 on the indebtedness hereby secured; and (4th) the surplus, if any, shall be paid to the Mortgagors (subject to the rights of any junior lienholder). Provided that no foreclosure action shall be taken by the Mortgagees until thirty (30) days have elapsed since Mortgagees have given written notice to Mortgagors of such default and Mortgagors have failed to cure such default within said thirty (30) day period.

4. 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 secured hereby and any other indebtedness secured hereby, and the Mortgagees shall be entitled to a deficiency judgment.

5. The acceptance of this Mortgage, and the Promissory Note it secures, by the Mortgagees, shall be an acceptance of the terms and conditions contained herein.

6. 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 Mortgagors and the Mortgagees. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

7. The Mortgagors 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.

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

RONALD BRENT DEAN

JOAN D. DEAN

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

The foregoing **MORTGAGE** was acknowledged before me by RONALD BRENT DEAN and JOAN D. DEAN, this 30th day of June, 1994.

Witness my hand and official seal.

Susan J. Hanson
County of
Sublette
My Commission Expires
Notary Public
State of
Wyoming
Dec. 12, 1994

NOTARY PUBLIC

My Commission Expires:

717

EXHIBIT "A"

Lots Eight (8) and Eighteen (18), Daniel Meadows, Unit B, 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 for Sublette County, Wyoming;
TOGETHER WITH all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in the United States patents or of record, to easements and rights-of-way of record or in use and to prior mineral reservations of record.
SUBJECT TO all restrictions and covenants governing Daniel Meadows, Unit B, as recorded in the office of the County Clerk for Sublette County, Wyoming.
NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM.
NO PROPOSED DOMESTIC WATER SOURCE.
NO PROPOSED PUBLIC MAINTENANCE OF STREETS OR ROADS.

[redacted] [redacted] [redacted]

After recording return to:

Loan #: 515995

ASSIGNMENT OF MORTGAGE/DEED OF TRUST

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged,
METROPOLITAN FEDERAL BANK, fsb
fka, ROCKY MOUNTAIN BANK, FSB
(LENDER) named in the hereinafter described Mortgage/Deed of Trust (SECURITY INSTRUMENT), does hereby grant, assign, transfer and convey all of its right, title and interest in and to said SECURITY INSTRUMENT, together with the note or notes secured thereby, to:

FIRST COMMERCIAL MORTGAGE COMPANY
The SECURITY INSTRUMENT which is being assigned was executed by:

ESTES E. STOUT AND JACQUELINE STOUT, HUSBAND AND WIFE
(BORROWER) as Mortgagor in favor of LENDER as Mortgagee and covers the following described property:

LOT 17, SUNNY SLOPE SUBDIVISION, SUBLETTE COUNTY, WYOMING.

247124

RECORDED July 1, 1994 9:00AM
IN BOOK 59 Misc. PAGE 719
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

Said SECURITY INSTRUMENT is recorded [in Book 52 , beginning at Page 143]
[as Instrument] in the records of the County Clerk of SUBLETTE
County, WYOMING.

IN WITNESS WHEREOF, LENDER has caused this Assignment of Mortgage/Deed of Trust to be executed this 20th day of JUNE , 94

Attest: _____ By: _____
KATHY HARTWIG, ASST LOAN OPS MGR — PATRICIA K FERGUSON, ASST VICE PRESIDENT, LOAN OPS MGR

State of WYOMING }
} ss.
County of LARAMIE }

On this 20th day of JUNE , 94 , before me appeared
PATRICIA K FERGUSON and KATHY HARTWIG.
as ASST VICE PRESIDENT, LOAN OPS MGR and ASST LOAN OPS MGR
respectively of METROPOLITAN FEDERAL BANK, fsb
and, upon being duly sworn, did say that the seal affixed to the foregoing Assignment of Mortgage/Deed of Trust is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation pursuant to due authority given and said officers acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal.

SANDRA A. BROWN - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES JUN. 30, 1996

_____
Notary Public

My Commission Expires:

Rev. 11/91 bmy

719

720 Released BK 17 Pg 255

RUSSELL L. ECKLUND, A SINGLE MAN **MORTGAGOR** "I" includes each mortgagor above.	KEY BANK OF WYOMING 18TH & CAREY AVE. CHEYENNE, WY. 82001 **MORTGAGEE** "You" means the mortgagee, its successors and assigns.

REAL ESTATE MORTGAGE: For value received, I, RUSSELL L. ECKLUND, A SINGLE MAN, mortgage, grant and convey to you, with power of sale, on JUNE 22, 1994, 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: 28 BEACON LANE (Street)
5 MI. SOUTH OF PINEDALE (City), Wyoming 82941 (Zip Code)

LEGAL DESCRIPTION: ATTACHED

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

A tract of land lying in the NW¼NE¼ of Section 26, Township 33 North, Range 109 West, 6th P.M., Sublette County, Wyoming, more particularly described as follows:

Beginning at the Quarter Section Corner common to Sections 26 and 23; thence, S.89°41'E., along the section line common to Sections 26 and 23, a distance of 533.45 feet; thence, S.00°19'W., a distance of 897.47 feet; thence, N.89°47'W., a distance of 252.38 feet; thence, N.42°14'30"W., a distance of 414.04 feet; thence, N.00°13'E., along the centerline of Section 26, a distance of 592.93 feet to the point of beginning.

TOGETHER WITH the right of access to and from the land as contained in Easement recorded November 9, 1993 in Book 62 of Misc., Page 228.

located in SUBLETE 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):
KEY BANK HOME EQUUITY LINE AGREEMENT DATED : JUNE 22, 1994

The above obligation is due and payable on JUNE 22, 2024 if not paid earlier.

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of TEN THOUSAND AND NO/100---------- Dollars ($ 10,000.00), 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 pages 1 and 2 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.

X Russell L Ecklund
RUSSELL L. ECKLUND

247136

RECORDED July 1, 1994 3:25 PM
IN BOOK 59 Mtg. PAGE 720
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

ACKNOWLEDGMENT: STATE OF WYOMING, County of Sublette } ss:

Individual or Corporation with Seal

The foregoing instrument was acknowledged before me by Russell L Ecklund this 27th day of June 1994.

Corporation with no Seal

The foregoing instrument was acknowledged before me by _____ this _____ day of _____, a corporation, has no corporate seal.

LELA L. SANDERS
NOTARY PUBLIC
Sublette County, WY
My Commission expires
11-4-96

Witness my hand and official seal.

Lela L Sanders
(Notary Public)

My commission expires: November 4 1996

[redacted] C[redacted]TS [redacted]

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 Interest. 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 it 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 the 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 page 1 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. Pursuant to law, when I have paid the secured debt in full, all underlying agreements have been terminated, and I have mailed to you a written request for the release, you will release this mortgage without charge to me within 30 days of your receipt of my request for the release. 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.

BANKERS SYSTEMS, INC., ST. CLOUD, MN (1-800-397-2341) FORM OCP-MTG-WY 7/3/91

_____ _____

721

722 12/12/94 Released Blk 17 Rel pg. 226

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

SCOTT W. GREEN and **AMY J. GREEN**, husband and wife, mortgagors, of P.O. Box 141, Marbleton, WY 83113, to secure the payment of Thirteen Thousand Two Hundred Sixty and NO/100 ($13,260.00) Dollars, payable in 24 equal monthly payments of $611.88 each, which include interest at the rate of 10% per annum from 6/21/94; first said monthly payment is due on or before 7/21/94 and on the 21st day of each month thereafter until paid in full as evidenced by one Promissory Note of even date herewith, do hereby mortgage to the FIRST NATIONAL BANK OF PINEDALE, mortgagee, whose address is P.O. Box 519, Pinedale, WY 82941, the following described real estate, situate in the County of Sublette, in the State of Wyoming, to-wit:

Lot Fifteen (15) of the First Filing of Antelope Hills Subdivision, 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 for Sublette County, Wyoming;
TOGETHER WITH all improvements and appurtenances thereunto appertaining;
SUBJECT TO reservations and restrictions contained in the United States patents or of record, to easements and rights-of-way of record or in use and to prior mineral reservations of record.

SUBJECT TO all restrictions and covenants governing the First Filing of Antelope Hills Subdivision as recorded in the office of the County Clerk, Sublette County, Wyoming;
NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM.
NO PROPOSED DOMESTIC WATER SOURCE.
NO PROPOSED PUBLIC MAINTENANCE OF STREETS OR ROADS.

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

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

247143

RECORDED July 5, 1994 8:45AM
IN BOOK 59 Mtg. PAGE 722
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Boston

hereunder, together with all cost of sale and foreclosure, including reasonable dollars, as attorney's fees.

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

DATED this 21 day of June, 1994.

Scott W. Green
SCOTT W. GREEN

Amy J. Green
AMY J. GREEN

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by SCOTT W. GREEN and AMY J. GREEN, this 21 day of June, 1994.

Witness my hand and official seal.

Kristi Hines
NOTARY PUBLIC

My Commission Expires:

My Commission Expires 10-06-96

724

RETURN TO:
PRINCIPAL RESIDENTIAL MORTGAGE, INC.
ATTN: ACQUISITIONS H-8
711 HIGH STREET
DES MOINES, IA 50392-0710

ASSIGNMENT OF MORTGAGE

POOL NUMBER 357308
LOAN NUMBER 0959440
SUBLETTE, WYOMING

Know all men by these presents, that PRINCIPAL MUTUAL LIFE INSURANCE COMPANY for value received, does hereby grant, bargain, sell, assign, transfer, and set over unto

PRINCIPAL RESIDENTIAL MORTGAGE, INC., AN IOWA CORPORATION,

having its principal place of business at 711 HIGH STREET, DES MOINES, IA 50392, all right, title, interest, claim or demand of said WALLICK AND VOLK INCORPORATED in and to that certain Mortgage Deed encumbering land situated in the County of SUBLETTE, State of WYOMING, and recorded in the Office of Clerk and Recorder of said County which Mortgage Deed is described as follows:

Grantor TRAVIS LEE DELLINGER AND BRENDA DELLINGER, HUSBAND AND WIFE, date of Deed of Trust and/or Mortgage dated JUNE 25TH, 1993, recorded on JUNE 25TH, 1993 in Book 57 and page 423 as 242099.

Together with the notes therein described, and the money due and to become due thereon, including interest, attorney's fees and charges.

PRINCIPAL MUTUAL LIFE INSURANCE COMPANY, AN IOWA CORPORATION. warrants that it is the legal owner of said Mortgage and the note secured thereby has full right, power and authority to transfer and assign said Mortgage Deed and the note secured thereby.

In witness whereof, the first party has hereunto caused these presents to be executed by its officers thereunto duly authorized this 5TH, 1994.

PRINCIPAL MUTUAL LIFE INSURANCE COMPANY

247149

J W WHALEY
MANAGEMENT INFO SYSTEMS COORDINATOR

RECORDED July 5, 1994 11:00AM
IN BOOK 59 mtg. PAGE 724
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

STATE OF IOWA)
)SS
COUNTY OF POLK)

I, the undersigned, a Notary Public, do hereby certify that J W WHALEY personally known to be the same persons whose names are respectively as MANAGEMENT INFO SYSTEMS COORDINATOR of PRINCIPAL MUTUAL LIFE INSURANCE COMPANY, AN IOWA CORPORATION, subscribed to the foregoing instrument appeared before me this day in person, severally acknowledged that they, being thereunto duly authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal this JANUARY 5TH, 1994.

NOTARY PUBLIC IN AND FOR POLK COUNTY, IOWA

TERRY E. HOBT
MY COMMISSION EXPIRES JUNE 22ND, 1996

This instrument was prepared by TAMELA GAST, SUPERVISOR, PRINCIPAL RESIDENTIAL MORTGAGE, INC., DES MOINES, IA, 50392 0001

MW1000

KEY BANK

Key Bank of Wyoming
BIG PINEY
440 BUDD AVENUE PO BOX 428
BIG PINEY, WY 83113
307-276-3961 (Lender)

247158

MORTGAGE

RECORDED July 6 1994 2P M
IN BOOK 59 MTG PAGE 225
FEES 14.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
BY Tracey L Fields

BORROWER	MORTGAGOR
ARTHUR G TOUSLEY	ARTHUR G TOUSLEY
ADDRESS 2119 MEADOWLARK LANE OAKLEY, CA 94561	ADDRESS 2119 MEADOWLARK LANE OAKLEY, CA 94561
TELEPHONE NO. IDENTIFICATION NO.	TELEPHONE NO. IDENTIFICATION NO.

This document was prepared by the Lender indicated above.

In consideration of the loan or other credit accommodation hereinafter specified and any future advances or future Obligations which may hereinafter be advanced or incurred and the trust hereinafter mentioned and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby warrants and mortgages to Lender, its successors and assigns, with power of sale and right of entry and possession all of Mortgagor's present and future estate, right, title and interest in and to the real property described in Schedule A which is attached to this Mortgage and incorporated herein together with all present and future improvements and fixtures; privileges, hereditaments, and appurtenances; leases, licenses and other agreements; rents, issues and profits; water, well, ditch, reservoir and mineral rights and stocks pertaining to the real property (cumulatively "Property"); until payment in full of all Obligations secured hereby.

Moreover, in further consideration, Mortgagor does, for Mortgagor and Mortgagor's heirs, representatives and assigns, hereby expressly warrant, covenant, and agree with Lender its successors and assigns as follows:

1. OBLIGATIONS. This Mortgage shall secure the payment and performance of all present and future indebtedness, liabilities, obligations and covenants of Borrower or Mortgagor (cumulatively "Obligations") to Lender pursuant to:

(a) this Mortgage and the following promissory notes and other agreements:

INTEREST RATE	PRINCIPAL AMOUNT/ CREDIT LIMIT	FUNDING/ AGREEMENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER
FIXED	$18,497.00	06/14/94	06/15/01		

(b) all other present or future, written agreements with Lender which refer specifically to this Mortgage **(whether executed for the same or different purposes than the foregoing)**;

(c) any guaranty of obligations of other parties given Lender now or hereafter executed which refers to this Mortgage;

(d) future advances, whether made under an open-end credit agreement or otherwise, to the same extent as if made contemporaneously with the execution of this Mortgage, made or extended on behalf of Mortgagor or Borrower. Mortgagor agrees that if one of the Obligations is a line of credit, the lien of this Mortgage shall continue until payment in full of all debt due under the line notwithstanding the fact that from time to time (but before termination of the line) no balance may be outstanding;

(e) all repeated amendments, extensions, renewals, modifications, replacements or substitutions to any of the foregoing.

As used in this Paragraph 1, the terms Mortgagor and Borrower shall include and also mean any Mortgagor or Borrower if more than one.

2. REPRESENTATIONS, WARRANTIES AND COVENANTS. Mortgagor represents, warrants and covenants to Lender that:

(a) Mortgagor shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Mortgage and those described in Schedule B which is attached to this Mortgage and incorporated herein by reference, which Mortgagor agrees to pay and perform in a timely manner;

(b) Mortgagor is in compliance in all respects with all applicable federal, state and local laws and regulations, including, without limitation, those relating to "Hazardous Materials", as defined herein, and other environmental matters (the "Environmental Laws"), and neither the federal government nor the State of Wyoming or any other governmental or quasi governmental entity has filed a lien on the Property, nor are there any governmental, judicial or administrative actions with respect to environmental matters pending, or to the best of the Mortgagor's knowledge, threatened, which involve the Property. Neither Mortgagor nor, to the best of Mortgagor's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any Hazardous Materials as defined herein, in connection with the Property or transported any Hazardous Materials to or from the Property. Mortgagor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) friable or nonfriable asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; and (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect. Mortgagor shall not lease or permit the sublease of the Property to a tenant or subtenant whose operations may result in contamination of the Property with Hazardous Materials or toxic substances;

(c) All applicable laws and regulations (including, without limitation, the Americans with Disabilities Act, 42 U.S.C. 12101 et seq. (and all regulations promulgated thereunder) and all zoning and building laws and regulations) relating to the Property by virtue of any federal, state or municipal authority with jurisdiction over the Property presently are and shall be observed and complied with in all material respects, and all rights, licenses, permits, and certificates of occupancy (including but not limited to zoning variances, special exceptions for nonconforming uses, and final inspection approvals), whether temporary or permanent, which are materials to the use and occupancy of the Property, presently are and shall be obtained, preserved and, where necessary, renewed;

(d) Mortgagor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Mortgagor at any time;

(e) No action or proceeding is or shall be pending or threatened which might materially affect the Property; and

(f) Mortgagor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage.

3. PRIOR MORTGAGES. Mortgagor represents and warrants that there are no prior mortgages or deeds of trust affecting any part of the Property except as set forth on Schedule B attached to this Mortgage which Mortgagor agrees to pay and perform in a timely manner. If there are any prior mortgages or deeds of trust then Mortgagor agrees to pay all amounts owed, and perform all obligations required, under such mortgages or deeds of trust and the indebtedness secured thereby and further agrees that a default under any prior mortgage or deed of trust shall be a default under this Mortgage and shall entitle Lender to all rights and remedies contained herein or in the Obligations to which Lender would be entitled in the event of any other default.

725 Rlsd 19 Rel. Pg. 707 6/17/99

4. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN MORTGAGORS OR BORROWERS. In the event of a sale, conveyance, lease, contract for deed or transfer to any person of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Mortgagor (if Borrower or Mortgagor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity), Lender may, at its option declare the outstanding principal balance of the Obligations plus accrued interest thereon immediately due and payable, or, at Lender's sole option, Lender may consent to said conveyance in writing and may increase the interest rate of the Obligations to the interest rate which Lender would then commit to make a first mortgage loan of similar character with similar security, as determined by Lender in its sole discretion, or compensate Lender for such increased risk resulting from the breach of the foregoing covenants. At Lender's request, Mortgagor or Borrower, as the case may be, shall furnish a complete statement setting forth all of its stockholders or partners, as appropriate, and the extent of their respective stock ownership or partnership interests.

5. ASSIGNMENT OF RENTS. In consideration of the Obligations, which are secured by this Mortgage, Mortgagor absolutely assigns to Lender all Mortgagor's estate, right, title, interest claim and demand now owned or hereafter acquired in all existing and future leases of the Property (including extensions, renewals and subleases), all agreements for use and occupancy of the Property (all such leases and agreements whether written or oral, are hereafter referred to as the "Leases"), and all guaranties of lessees' performance under the Leases, together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues, profits and other income of any nature now or hereafter due (including any income of any nature coming due during any redemption period) under the Leases or from or arising out of the Property including minimum rents, additional rents, percentage rents, parking or common area maintenance contributions, tax and insurance contributions, deficiency rents, liquidated damages following default in any Lease, all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability caused by destruction or damage to the Property, all proceeds payable as a result of a lessee's exercise of an option to purchase the Property all proceeds derived from the termination or rejection of any Lease in a bankruptcy or other insolvency proceeding, and all proceeds from any rights and claims of any kind which Mortgagor may have against any lessee under the Leases or any occupants of the Property (all of the above are hereafter collectively referred to as the "Rents"). This assignment is subject to the right, power and authority given to the Lender to collect and apply the Rents. The lien created by this assignment is intended to be specific, perfected, and choate upon the recording of this Mortgage. As long as there is no default under the Obligations or this Mortgage, Lender grants Mortgagor a revocable license to collect all Rents from the Leases when due and to use such proceeds in Mortgagor's business operations. However, Lender may at any time require Mortgagor to deposit all Rents into an account maintained by Mortgagor or Lender at Lender's institution. Upon default in the payment of, or in the performance of, any of the Obligations, Lender may at its option take possession of the Property and have, hold, manage, lease and operate the Property on terms and for a period of time that Lender deems proper. Lender may proceed to collect and receive all Rents, from the property, and Lender shall have full power to periodically make alterations, renovations, repairs or replacements to the Property as Lender may deem proper. Lender may apply all Rents to the payment of the cost of such alterations, renovations, repairs and replacements and any expenses incident to taking and retaining possession of the Property and the management and operation of the Property. Lender may keep the Property properly insured and may discharge any taxes, charges, claims, assessments and other liens which may accrue. The expense and cost of these actions may be paid from the Rents received, and any unpaid amounts shall be added to the principal of the Obligations. These amounts, together with other costs, shall become part of the Obligations secured by this Mortgage.

6. LEASES AND OTHER AGREEMENTS. Mortgagor shall not take or fail to take any action which may cause or permit the termination or the withholding of any payment in connection with any Lease or other agreement ("Agreement") pertaining to the Property. In addition, Mortgagor, without Lender's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Mortgagor's rights, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Mortgagor receives at any time any written communication asserting a default by Mortgagor under an Agreement or purporting to terminate or cancel any Agreement, Mortgagor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender. All such Agreements and the amounts due to Mortgagor thereunder are hereby assigned to Lender as additional security for the Obligations.

7. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lender shall be entitled to notify or require Mortgagor to notify any third party (including, but not limited to, lessees, licensees, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Mortgagor with respect to the Property (cumulatively "Indebtedness") whether or not a default exists under this Mortgage. Mortgagor shall diligently collect the Indebtedness owing to Mortgagor from these third parties until the giving of such notification. In the event that Mortgagor possesses or receives possession of any instruments or other remittances with respect to the Indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any Indebtedness or the payment of any Insurance or condemnation proceeds, Mortgagor shall hold such instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required, to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral upon, or otherwise settle any of the Indebtedness whether or not an event of default exists under this Agreement. Lender shall not be liable to Mortgagor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Notwithstanding the foregoing, nothing herein shall cause Lender to be deemed a mortgagee in possession.

8. USE AND MAINTENANCE OF PROPERTY. Mortgagor shall take all actions and make any repairs needed to maintain the Property in good condition. Mortgagor shall not commit or permit any waste to be committed with respect to the Property. Mortgagor shall use the Property solely in compliance with applicable law and insurance policies. Mortgagor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the beneficial interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Mortgagor's sole expense.

9. LOSS OR DAMAGE. Mortgagor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any cause whatsoever. In the event of any Loss or Damage, Mortgagor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.

10. INSURANCE. The Property will be kept insured for its full insurable value (replacement cost) against all hazards including loss or damage caused by flood, earthquake, tornado and fire, collision, theft or other casualty to the extent required by Lender. Mortgagor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least __30____ days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a loss payee and provide that no act or omission of Mortgagor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. In the event Mortgagor fails to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and the insurance cost shall be an advance payable and bearing interest as described in Paragraph 21 and secured hereby. Mortgagor shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Mortgagor in making and settling claims under insurance policies, cancelling any policy or endorsing Mortgagor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constantly assigned, pledged and delivered to Lender for further securing the Obligations. In the event of loss, Mortgagor shall immediately give Lender written notice and Lender is authorized to make proof of loss. Each insurance company is directed to make payments directly to Lender instead of to Lender and Mortgagor. Lender shall have the right, at its sole option, to apply such monies toward the Obligations or toward the cost of rebuilding and restoring the Property. Any amounts may at Lender's option be applied in the inverse order of the due dates thereof.

11. ZONING AND PRIVATE COVENANTS. Mortgagor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Mortgagor's use of the Property becomes a nonconforming use under any zoning provision, Mortgagor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Mortgagor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.

12. CONDEMNATION. Mortgagor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Mortgagor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property.

13. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS. Mortgagor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Mortgagor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Mortgagor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name.

14. INDEMNIFICATION. Lender shall not assume or be responsible for the performance of any of Mortgagor's obligations with respect to the Property under any circumstances. Mortgagor shall immediately provide Lender with written notice of and indemnify and hold Lender and its shareholders, directors, officers, employees and agents harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses), causes of action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Mortgagor, upon the request of Lender, shall hire legal counsel to defend Lender from such Claims, and pay the attorneys' fees, legal expenses and other costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Mortgagor's cost. Mortgagor's obligation to indemnify Lender under this paragraph shall survive the termination, release or foreclosure of this Mortgage.

15. TAXES AND ASSESSMENTS. Mortgagor shall pay all taxes and assessments relating to Property when due and immediately provide Lender evidence of payment of same. Upon the request of Lender, Mortgagor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance premium, taxes and assessments pertaining to the Property. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so held to pay any taxes or against the Obligations. Any funds applied may, at Lender's option, be applied in reverse order of the d[redacted]reof.

16. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Mortgagor shall allow Lender or its agents to examine and inspect the Property and examine, inspect and make copies of Mortgagor's books and records pertaining to the Property from time to time. Mortgagor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Mortgagor's books and records shall be genuine, true, accurate and complete in all respects. Mortgagor shall note the existence of Lender's beneficial interest in its books and records pertaining to the Property. Additionally, Mortgagor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Mortgagor's financial condition or the Property. The information shall be for such periods, shall reflect Mortgagor's records at such time, and shall be rendered with such frequency as Lender may designate. All information furnished by Mortgagor to Lender shall be true, accurate and complete in all respects, and signed by Mortgagor if Lender requests.

17. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Mortgagor shall deliver to Lender, or any intended transferee of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance on the Obligations; and (b) whether Mortgagor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature or such claims, defenses, set-offs or counterclaims. Mortgagor will be conclusively bound by any representation that Lender may make to the intended transferee with respect to these matters in the event that Mortgagor fails to provide the requested statement in a timely manner.

18. DEFAULT. Mortgagor shall be in default under this Mortgage in the event that Mortgagor, Borrower or any guarantor of any Obligation:

(a) fails to pay any Obligation to Lender when due;
(b) fails to perform any Obligation or breaches any warranty or covenant to Lender contained in this Mortgage or any other present or future agreement;
(c) destroys, loses or damages the Property in any material respect or the Property becomes subject to seizure, confiscation or condemnation;
(d) seeks to revoke, terminate or otherwise limit its liability under any guaranty to Lender or any individual guarantor dies;
(e) dies, becomes legally incompetent, is dissolved or terminated, becomes insolvent, makes an assignment for the benefit of creditors, fails to pay debts as they become due, files a petition under the federal bankruptcy laws, has an involuntary petition in bankruptcy filed in which Mortgagor, Borrower or any guarantor is named or has property taken under any writ or process of court;
(f) allows goods to be used on, transported or stored on the Property, the possession, transportation, or use of which, is illegal;
(g) allows any party other than Mortgagor or Borrower to assume or undertake any Obligation without the written consent of Lender; or
(h) causes Lender to deem itself insecure due to a significant decline in the value of the Property; or Lender, in good faith, believes that the prospect of payment or performance is impaired.

19. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):

(a) to declare the Obligations immediately due and payable in full;
(b) to collect the outstanding Obligations with or without resorting to judicial process;
(c) to require Mortgagor to deliver and make available to Lender any personal property or Chattels constituting the Property at a place reasonably convenient to Mortgagor and Lender;
(d) to enter upon and take possession of the Property without applying for or obtaining the appointment of a receiver and, at Lender's option, to appoint a receiver without bond, without first bringing suit on the Obligations and without otherwise meeting any statutory conditions regarding receivers, it being intended that Lender shall have this contractual right to appoint a receiver;
(e) to employ a managing agent of the Property and let the same, in the name of Lender or in the name of Mortgagor, and receive the rents, incomes, issues and profits of the Property and apply the same, after payment of all necessary charges and expenses, on account of the Obligations;
(f) to pay any sums in any form or manner deemed expedient by Lender to protect the security of this Mortgage or to cure any default other than payment of interest or principal on the Obligations;
(g) to foreclose this Mortgage either by suit at law or equity, as Lender may elect, or to foreclose this Mortgage by advertisement and sale of the property at public venue for cash, according to Wyoming statutes governing mortgage foreclosures;
(h) to set-off Mortgagor's Obligations against any amounts owed Mortgagor by Lender including, but not limited to, monies, instruments, and deposit accounts maintained with Lender or any currently existing or future affiliate of Lender; and
(i) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Mortgagor, Mortgagor waives the posting of any bond which might otherwise be required. Lender or Lender's designee may purchase the Property at any sale. The Property or any part thereof may be sold in one parcel, or in such parcels, manner or order as Lender in its sole discretion may elect, and one or more exercises of the power herein granted shall not extinguish or exhaust the power unless the entire Property are sold or the Obligations paid in full.

20. SECURITY INTEREST UNDER THE UNIFORM COMMERCIAL CODE. This Mortgage shall be considered a financing statement pursuant to the provisions of the Uniform Commercial Code covering fixtures, chattels, and articles of personal property now owned or hereafter attached to or to be used in connection with the Property together with any and all replacements thereof and additions thereto (the "Chattels"), and Mortgagor hereby grants Lender a security interest in such Chattels. The debtor is the Mortgagor described above. The secured party is the Lender described above. Upon demand, Mortgagor shall make, execute and deliver such security agreements (as such term is defined in the Uniform Commercial Code of Wyoming) as Lender at any time may deem necessary or proper or require to grant to Lender a perfected security interest in the Chattels, and upon Mortgagor's failure to do so, Lender is authorized to sign any such agreement as the agent of Mortgagor. Mortgagor hereby authorizes Lender to file financing statements (as such term is defined in said Uniform Commercial Code) with respect to the Chattels, at any time, without the signature of Mortgagor. Mortgagor will, however, at any time upon request of Lender, sign such financing statements. Mortgagor will pay all filing fees for the filing of such financing statements and for the refiling thereof at the times required, in the opinion of Lender, by said Uniform Commercial Code. If the lien of this Mortgage be subject to any security agreement covering the Chattels, then in the event of any default under this Mortgage, all the right, title and interest of Mortgagor in and to any and all of the Chattels is hereby assigned to Lender, together with the benefit of any deposits or payments now or hereafter made thereof by Mortgagor or the predecessors or successors in title of Mortgagor in the Property.

21. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Lender, at Lender's option, may expend funds (including attorneys' fees and legal expenses) to perform any act required to be taken by Mortgagor or to exercise any right or remedy of Lender under this Mortgage. Upon demand, Mortgagor shall immediately reimburse Lender for all such amounts expended by Lender together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the beneficial interest granted herein. If the Obligations are paid after the beginning of publication of notice of sale, as herein provided, or in the event Lender shall, at its sole option, permit Mortgagor to pay any part of the Obligations after the beginning of publication of notice of sale, as herein provided, then, Mortgagor shall pay on demand all expenses incurred by the Lender in connection with said publication, including reasonable attorneys' fees to the attorneys for the Lender, and this Mortgage shall be security for all such expenses and fees.

22. APPLICATION OF PAYMENTS. All payments made by or on behalf of Mortgagor may be applied against the amounts paid by Lender (including attorneys' fees and legal expenses) in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Lender chooses.

23. POWER OF ATTORNEY. Mortgagor hereby appoints Lender as its attorney-in-fact to endorse Mortgagor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Mortgagor under this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Mortgagor from any Obligation or cure any default under this Mortgage. The powers of attorney described in this Mortgage are coupled with an interest and are irrevocable.

24. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.

25. COLLECTION COSTS. To the extent permitted by law, Mortgagor agrees to pay Lender's reasonable fees and costs, including but not limited to fees and costs of attorneys and other agents (including without limitation paralegals, clerks and consultants), which are incurred by Lender in collecting any amount due or enforcing any right or remedy under this Mortgage or any other agreement between Mortgagor and Lender, all whether or not suit is brought and including but not limited to fees and costs incurred on appeal, in bankruptcy, and for post-judgment collection actions and whether or not such attorney is an employee of Lender.

26. PARTIAL RELEASE. Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Nothing herein shall be deemed to obligate Lender to release any of its interest in the Property, nor shall Lender be obligated to release any part of the Property if Mortgagor is in default under this Mortgage.

27. MODIFICATION AND WAIVER. The modification or waiver of any of Mortgagor's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by Lender. Lender may perform any of Borrower's or Mortgagor's Obligations, delay or fail to exercise any of its rights or accept payments from Mortgagor or anyone other than Mortgagor without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Mortgagor's Obligations under this Mortgage shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the Obligations belonging to any Mortgagor, Borrower or third party or any of its rights against any Mortgagor, Borrower or third party or any of the Property. Lender's failure to insist upon strict performance of any of the Obligations shall not be deemed a waiver and Lender shall have the right at any time thereafter to insist upon strict performance.

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28. SUCCESSORS AND ASSIGNS. This Mortgage shall be binding upon and inure to the benefit of Mortgagor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees and devisees.

29. NOTICES. Except as otherwise required by law, any notice or other communication to be provided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties may designate in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given three (3) days after such notice is sent and any other such notice shall be deemed given when received by the person to whom such notice is being given.

30. SEVERABILITY. If any provision of this Mortgage violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable.

31. APPLICABLE LAW. This Mortgage shall be governed by the laws of the State of Wyoming. Unless applicable law provides otherwise, Mortgagor consents to the jurisdiction and venue of any court selected by Lender, in its sole discretion, located in Wyoming.

32. MISCELLANEOUS. Mortgagor and Lender agree that time is of the essence. Mortgagor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Mortgagor in this Mortgage shall include all persons signing below. If there is more than one Mortgagor, their Obligations shall be joint and several. This Mortgage represents the complete integrated understanding between Mortgagor and Lender pertaining to the terms and conditions hereof.

33. RELEASE AND WAIVER OF HOMESTEAD. 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 Mortgagor is lawfully seized of said Property, that it is free from all encumbrances, and hereby covenants to warrant and defend the title of said Property against the lawful claims of all persons whomsoever.

Any Mortgagor who signs this Mortgage but does not execute the Note or Agreement evidencing the Obligations (the "Note"): (a) is signing this document to grant and convey their interest in the Property under the terms of this document; (b) is not personally obligated to pay the Note; (c) agrees that Lender and any Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this document or the Note without that Mortgagor's consent; (d) hereby releases and forever quit-claims unto Lender, as Mortgagee, all his/her rights of homestead in and to the Property.

34. ADDITIONAL TERMS.

Mortgagor acknowledges that Mortgagor has read, understands, and agrees to the terms and conditions of this Mortgage.

IN WITNESS HEREOF, Mortgagor has executed this instrument either individually or has caused this instrument to be executed and delivered in its name by its duly authorized representative on the date of the acknowledgment.

Dated this 14TH day of JUNE, 1994.

MORTGAGOR: ARTHUR G TOUSLEY

ARTHUR G TOUSLEY

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

STATE OF [redacted])

) ss:

COUNTY OF Teton)

On this 21st day of June, 1994, before me personally appeared ARTHUR G. TOUSLEY to me known to be the person(s) described in and who executed the 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.

Given under my hand and seal this 21st day of June, 1994.

(SEAL)

P. KREBS
Comm. # 977393
NOTARY PUBLIC - CALIFORNIA
Lake County
My Comm. Expires Nov. 8, 1996

Notary Public

My Commission Expires:
11-8-96

STATE OF WYOMING)

) ss:

COUNTY OF _____)

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

to me personally known, who, being by me duly sworn, did say that he/she/they are the _____

respectively, of said _____, executing the foregoing instrument, that said instrument was signed on behalf of said _____, by authority of its _____, and the above signed person(s) acknowledged the execution of said instrument to be the free act and deed of said _____.

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

My Commission Expires: _____

Notary Public

RELEASE OF HOMESTEAD RIGHTS:

STATE OF WYOMING)

) ss:

COUNTY OF LARAMIE _____)

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

_____ to me known to be the spouse of _____, and who executed the foregoing Instrument for purposes of waiving and relinquishing his/her homestead rights, acknowledged that he/she had been fully advised of his/her rights and the effect of signing, and acknowledged that he/she executed the foregoing instrument as his/her free act and deed.

Given under my hand and seal this _____ day of _____, _____.

(SEAL)

My Commission Expires:

_____

Notary Public

SCHEDULE A

LOT 4 AIRPORT SUBDIVISION, SUBLETTE COUNTY, WYOMING

SCHEDULE B

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AFTER RECORDING RETURN TO LENDER AT ITS ADDRESS DESCRIBED ABOVE.