MORTGAGE DEED WITH RELEASE OF HOMESTEAD

KENNETH R. STOWE and **ANN L. STOWE,** husband and wife, mortgagors, of P.O. Box 1543, Pinedale, WY 82941, to secure the payment of Twenty-Five Thousand and NO/100 ($25,000.00) Dollars, payable in 120 equal monthly payments of $344.37 each, which include interest at the rate of 11% per annum from 8/9/96; first said monthly payment is due on or before 9/9/96 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 Nine (9) and Ten (10), Block Four (4) of the Triangle 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 replacement 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. If the property described herein is sold under foreclosure

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RECORDED Aug. 14 1996 9:00 AM
IN BOOK 66 Mtg. PAGE 1
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

Rlsd. BK 20 Rel. pg. 372 5/5/00 1

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.

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

DATED this 9 day of August, 19 96.

KENNETH R. STOWE

ANN L. STOWE

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by KENNETH R. STOWE and ANN L. STOWE, this 12th day of August, 19 96.

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires: 2/21/1999

SUBLETTE COUNTY, WYOMING NOTARY PUBLIC

Susan Gulbrandson
Notary Public
Sublette
County
State of
Wyoming
My Commission Expires
Feb. 21, 1999

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

WESLEY D. MARTIN and **BRENDA A. MARTIN**, husband and wife, mortgagors, of P.O. Box 1450, Pinedale, WY 82941, to secure the payment of Thirty-Five Thousand and NO/100 ($35,000.00) Dollars, payable in one payment of $38,500.00, which includes interest at the rate of 10% per annum from 7/24/96, said payment is due on or before 7/24/97, 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 W of the O'Neal Lot Division according to the Map recorded 2/6/95 in Book 64 of Misc., Page 85, Sublette County, Wyoming as 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 replacement 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. 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

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RECORDED Aug. 14 1996 9:00AM
IN BOOK Misc mtg PAGE 3
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Boston

Rlsd BK 18 PG 357 8/6/97

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

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

DATED this 24 day of July, 1996.

WESLEY D. MARTIN

BRENDA A. MARTIN

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by WESLEY D. MARTIN and BRENDA A. MARTIN, this 9th day of August, 1996.

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires:

My Commission Expires: 10-06-96

ROCK SPRI[redacted]ATIONAL BANK
333 BROADWA[redacted]OX 880
ROCK SPRINGS, WY 82902-0880

LOAN NO. 40-2010-3

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 7, 1996. The mortgagor is SHARON LEIGH HARRELL, 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 Eighty Five Thousand Dollars and no/100 Dollars (U.S. $ 85,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on August 13, 2016. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications 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 35 NORTH, RANGE 110 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING
SECTION 19: LOT 2, SE1/4NW1/4

258354

RECORDED August 14 1996 11:35AM
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FEES $16.00 M L Lee COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cat Sexton

which has the address of 331 CR 23-149 [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.

RISch. BK 19 Rel. Pg. 523 2/12/99

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)]

- ☐ 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

Social Security Number _____

_____

Sharon Leigh Harrell (Seal) -Borrower

SHARON LEIGH HARRELL

Social Security Number 543-72-7807

_____ (Seal) -Borrower

Social Security Number _____

_____ (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 August 7, 1996 (date)

by SHARON LEIGH HARRELL, A SINGLE PERSON (person acknowledging)

My Commission expires: 10/02/99

Rebecca L. Morrison

Notary Public REBECCA L. MORRISON

REBECCA L. MORRISON - NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES OCTOBER 2, 1999

REAL ESTATE MORTGAGE DEED WITH RELEASE OF HOMESTEAD

MORTGAGOR(S): ACCOUNT NUMBER

LAST NAME: WALKER | FIRST: KENYON | M.I.: G. | SPOUSE'S NAME: COLLEEN J.

MAILING ADDRESS: 25 SNOW TRAIL | CITY: PINEDALE, | STATE: WY. | ZIP: 82941

MORTGAGEE:
OF ITS SUCCESSORS OR ASSIGNS
AVCO FINANCIAL SERVICES OF IDAHO FALLS, INC.
2169 E. 17TH STREET
IDAHO FALLS, ID. 83404

WITNESSETH: that Mortgagor(s), does mortgage, grant, bargain, sell, and convey, unto Mortgagee, its successors or assigns the followi described Real Estate in the county of SUBLETTE, State of Wyoming, to wi

LOT 4 OF THE FORTY ROD RANCHES, SUBLETTE COUNTY, WYOMING

258355

PROPERTY COMMONLY KNOWN AS: 25 SNOW TRAIL
PINEDALE, WYOMING 82941

RECORDED Aug. 14 19[illegible] 11:35 M
IN BOOK 160 OF M PAGE 11
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

together with all buildings and improvements, additions and alterations, now or hereafter erected thereon and the hereditaments an appurtenances pertaining to the property above described, and all streets, lanes, alleys, passageways, rights, liberties, licenses and privilege 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 th purposes and uses herein set forth free from all rights and benefits under any Homestead Laws, which said rights and benefits the said Mortgagor doe hereby expressly release and waive.

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Mortgagor contained herein: (2) A line of credit in the amount o $ 35,000.00: (3) The obligatory payment of an initial advance and all subsequent advances that may be made hereunder with interest in this revolving line of credit subject to the terms and provisions of a Revolving Loan Agreement hereinafter referred to a "Agreement" dated AUGUST 9, 1996, herewith executed by Mortgagor and payable to Mortgagee, according to the terms o the agreement: (4) The payment of any money that may be advanced by the Mortgagee to Mortgagor for any reason or to third parties, with interes thereon, where the amounts are advanced to protect the security in accordance with the covenants of this Mortgage: (5) Any renewal, refinancin or extension of said agreement, 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 othe 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 fi and other hazards, casualty and contingencies up to the full value of all improvements for the protection of Mortgagee in such manner, in suc amounts, and in such companies as Mortgagee may from time to time approve, and that loss proceeds (less expense of collection) shall, at Mortgagee' option, be applied on said indebtedness, whether due or not or to the restoration of said improvements. In event of loss Mortgagor will give immediat notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereb authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor. (2) To pay all taxes and speci 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 Mortgage 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 th reasonable premiums and charges therefor; (b) pay all said taxes and assessments without determining the validity thereof; and (c) Such disbursement 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 pa 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 t permit the principal balance of such prior lien to increase. Mortgagor will not permit the principal balance of such prior lien to increase above th 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 othe 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 t 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 t remove or demolish any building thereon; to restore promptly and in a good and workmanlike manner any buildings which may be damaged c destroyed thereon, and to pay, when due, all claims for labor performed and materials furnished therefor; (6) If a signer of the Agreement that he wi pay, promptly the indebtedness secured hereby, and perform all other obligations in full compliance with the terms of said Agreement and th Mortgage. (7) That the time of payment of the indebtedness hereby secured, or of any portion thereof, may be extended or renewed, and any portion of the premises herein described may, without notice, be released from the lien hereof, without releasing or affecting the personal liability of an person or the priority of this Mortgage. (8) That he does hereby forever warrant and will forever defend the title and possession thereof against th 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 Agreement as the same may hereafte become due, or upon default in performance of any agreement hereunder, including causing or permitting the principal balance of any prior lien t 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 premise 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 agains or interest in the premises, then all sums owing by the Mortgagor to the Mortgagee under this Mortgage or under the Agreement secured hereby sha immediately become due and payable at the option of the mortgagee, on the application of the Mortgagee, or assignee, or any other person who ma 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 th property hereinabove described by advertisement and sale, as provided by the statutes of the State of Wyoming, or to foreclose this Mortgage by equ 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 Mortgage 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 o all sums due hereunder.

(2) In the event said premises are sold at a foreclosure sale, Mortgagor(s), if a signer of the Agreement, shall be liable for any deficiency remainin after sale of the premises, and application of the proceeds of said sale to the indebtedness secured and to the expenses of foreclosure, includin 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 loa 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 th portions of said premises affected thereby to the extent of such payments, respectively.

(4) Whenever, by the terms of this instrument or of said Agreement, Mortgagee is given any option, such option may be exercised when the righ accrues or at any time thereafter, and no acceptance by Mortgagee of payment of indebtedness in default shall constitute a waiver of any default the 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 b the Holder of the rights given hereunder or any attempt to exercise any other right the Holder is herein granted, or any other right that the Holder ha

Rlsd. BK 20 Rel. pg. 651 1/16/01

(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 Agreement 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 o this Mortgage shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the partie 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, a 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 an 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 Unite States, as against this debt or any renewal thereof; and any security agreement taken to secure this note or any renewal thereof; and th undersigned, and each Surety, Endorser, Guarantor, or other party to this note, transfers, conveys and assigns to the Holder hereof, a sufficier amount of any homestead or exemption that may be allowed to the undersigned, or either of them, including such homestead or exemption may be claimed 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 a purposes a Supervised Consumer Loan.

DATE OF MORTGAG

WITNESS the hand and seal of the Mortgagor, the day and year first written.

* _____ (SEAL)
(Witness)

* _____ (SEAL)
(Witness)

* _____ (SEAL)
(Mortgagor)
KENYON S. WALKER

* _____ (SEAL)
(Mortgagor)
COLLEEN J. WALKER

*Please type or print name under signatures.

STATE OF ~~WYOMING~~ IDAHO
} ss:
COUNTY OF Bonneville

I, Norma Ford, a notary public, in and for the county and St aforesaid, Do hereby Certify That Kenyon L Walker and Colleen D. Walker, his/her spouse, personally known to me to be the same perso whose names are subscribed to the foregoing instrument, appeared before me this d in person and acknowledged that they signed, sealed, and delivered the said instrument their free and voluntary act for the uses and purposes therein set forth, includ the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal, this 9 day August A.D. 1996

My Commission expires 6-30-2000

NOTARY PUBLIC

This Mortgage must be recorded

MORTGAGE

FROM

TO

STATE OF WYOMING
} ss.
County,

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 $
Paid this day of
No

Fee $
, 19

County Clerk and Ex-Officio Register of Deeds

By
Deputy Clerk

AFTER RECORDING MAIL TO:

THE JACKSON STATE BANK
112 CENTER ST., P O BOX 1788
JACKSON, WY 83001

258368

RECORDED August 15 1996 2:45pm
IN BOOK 166 Mtgs PAGE 13
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

LOAN NO. 4317207

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 9, 1996. The mortgagor is Annette Crittenden and Eric Crittenden, wife and husband ("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** Eighty Eight Thousand Six Hundred Fifty Dollars and no/100 Dollars (U.S. $ 88,650.00). 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 September 1, 2011. 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, Hicks Subdivision of a part of the NW1/4SE1/4 of Section 4, T37N, R113W, 6th P.M., Sublette County, Wyoming.

which has the address of 14282 Highway 191 [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.

Rlsd. Bk 21 pg. 185 7/30/01

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Asn. Bk 66 pg. 50 8/23/96

LOAN NO. 4317207

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. 4317207

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:

Annette Crittenden (Seal) -Borrower
Social Security Number 537-52-2004

Eric Crittenden (Seal) -Borrower
Social Security Number 528-23-4927

(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 August 9th, 1996 (date)

by Annette Crittenden and Eric Crittenden (person acknowledging)

My Commission expires:

Notary Public

Cathy Jackson — Notary Public — County of Teton — State of Wyoming — My Commission Expires May 14, 1998

When Recorded [redacted]
Crossland Mortgage Corp.
ATTN: Final Docs
3902 S. State Street
Salt Lake City, Utah 84107

[redacted] I, N.A.

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the First Security Bank of Wyoming, a corporation organized and existing under the state of Wyoming, the mortgagee named in that certain mortgage hereinafter described, does hereby transfer, assign, set over and convey all of its right, title and interest in and to said mortgage, which was given to said mortgagee by Scott V. Merkley and Marcie D. Merkley, Husband and Wife and appears recorded in book 65 of mortgages, beginning on page 24 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

LOT 4 OF THE FRIENDLY CREEK SUBDIVISION, SUBLETTE COUNTY, WYOMING.

Together with the note or notes secured thereby, to the **FIRST SECURITY BANK OF UTAH, N.A.**, 405 South Main, Salt Lake City, UT 84157 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 6th day of May, 1996.

RECORDED Aug. 15 1996 3:10 PM
IN BOOK Sole Mtg. PAGE 19
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
By Cathy Sexton

258370

FIRST SECURITY BANK OF WYOMING,

BY: _____
Val Wilcox-Vice President

ATTEST: _____
Paul F. Rheaume-Vice President

STATE OF WYOMING
COUNTY OF SWEETWATER

The foregoing instrument was acknowledged before me by Val Wilcox this 6th day of May, 1996.

Witness my hand and official seal.

_____
Notary Public

My Commission expires: 09-27-99

09-27-99

6901201

When Recorded Mail To:
Crossland Mortgage Corp.
ATTN: Final Docs
3902 S. State Street
Salt Lake City, Utah 84107

20

N.A.

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the First Security Bank of Utah,N.A a corporation organized and existing under the state of Utah, the mortgagee named in that certain mortgage hereinafter described, does hereby transfer, assign, set over and convey all of its right, title and interest in and to said mortgage, which was given to said mortgagee

by: SCOTT V. MERKLEY AND MARCIE D. MERKLEY, HUSBAND AND WIFE,

and appears recorded in book 65 of mortgages, beginning on page 24 in the office of the county clerk of SUBLETTE, county, Wyoming, and which covers property described as follows:

LOT 4 OF THE FRIENDLY CREEK SUBDIVISION, SUBLETTE COUNTY, WYOMING.

258371

RECORDED Aug 15 1996 3:10 PM
IN BOOK 116 Mtg. PAGE 20
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Baxter

together with the note or notes secured thereby, made by CHEMICAL RESIDENTIAL MORTGAGE CORP., its successors and assigns, subject however, to all the agreements, conditions, covenants and stipulations therin contained, as well as all rights of redemption provided by law.

Dated this 20 day of MAY, 1996.

First Security Bank of Utah, N.A.

By: Sherie U. Ford

SHERIE U. FORD
ASSISTANT VICE PRESIDENT

State of Utah
County of Salt Lake

the foregoing instrument was acknowledged before me by:

SHERIE U. FORD, ASSISTANT VICE PRESIDENT

this 20 day of MAY 1996.

Witness my hand and official seal.

NOTARY PUBLIC
JULIE A WATSON
405 South Main
S.L.C., UT 84111
COMMISSION EXPIRES
JULY 5, 1999
STATE OF UTAH

Julie A. Watson
Notary Public

My Comission expires: 7-5-99

Crossland Mortgage
ATTN: Final Docs
3902 S. State Street
Salt Lake City, Utah 84107

[redacted] [redacted] [redacted]

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the First Security Bank of Wyoming, a corporation organized and existing under the state of Wyoming, the mortgagee named in that certain mortgage hereinafter described, does hereby transfer, assign, set over and convey all of its right, title and interest in and to said mortgage, which was given to said mortgagee by Jeffrey L. Anderson and Carrie L. Anderson, Husband and Wife and appears recorded in book 64 MTG. of mortgages, beginning on page 677 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

LOTS 1, 2 AND 3, BLOCK 4 OF THE TOWNSITE OF MARBLETON, SUBLETTE COUNTY, WYOMING.

Together with the note or notes secured thereby, to the **FIRST SECURITY BANK OF UTAH, N.A.**, 405 South Main, Salt Lake City, UT 84157 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 1st day of May, 1996.

FIRST SECURITY BANK OF WYOMING,

BY: _____
Val Wilcox-Vice President

ATTEST: _____
Paul F. Rheaume ~~Vice President~~

STATE OF WYOMING
COUNTY OF SWEETWATER

The foregoing instrument was acknowledged before me by Val Wilcox this 1st day of May, 1996.

Witness my hand and official seal.

_____
Notary Public

My Commission expires: 09-27-99

258372

RECORDED August 15 1996 3:10pM
IN BOOK 66 Mtg. PAGE 21
FEES $ 6.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sacton

09-27-99

0144

Crossland Mortgage Corp.
ATTN: Final Docs
3902 S. State Street
Salt Lake City, Utah 84107

UTAH, N.A.
2N FLOOR

22

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the First Security Bank of Utah, N.A. A CORPORATION organized and existing under the state of Utah, 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: ~~JEFFREY L. ANDERSON AND CARRIE L ANDERSON, HUSBAND AND WIFE~~,

and appears recorded in book 64 of mortgages, beginning on page 677 in the office of the county clerk of SUBLETTE, county, Wyoming, and which covers property described as follows:

LOTS 1, 2 AND 3, BLOCK 4 OF THE TOWNSITE OF MARBLETON, SUBLETTE COUNTY, WYOMING.

together with the note or notes secured thereby, to

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

Dated this 29 day of MAY, 19 96.

258373

RECORDED Aug. 15 1996 3:10 pM
IN BOOK 616 mtg. PAGE 82
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

First Security Bank of Utah, N.A.

By: _____

SHERIE U. FORD
ASSISTANT VICE PRESIDENT

State of Utah
County of Salt Lake

the foregoing instrument was acknowledged before me by:

SHERIE U. FORD, ASSISTANT VICE PRESIDENT

this 29 day of MAY 19 96.

Witness my hand and official seal.

NOTARY PUBLIC
MARY JEAN ABBOTT
4948 S. Lotus Blossom Dr.
West Valley City, UT 84120
COMMISSION EXPIRES
DEC. 17, 1999
STATE OF UTAH

Mary Jean Abbott
Notary Public

My Commission expires: _____

When Recor[redacted]il To:

MONEY WISE FINANCIAL, INC.
1398 NORTH HILLFIELD ROAD
LAYTON, UTAH 84041

Loan No.:
Order No.: 13568-T

25[redacted]5
258385

[redacted]

RECORDED August 16 1996 2:15 PM
IN BOOK 66 MTG PAGE 23
FEES $ 18.00 Mary L. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
by Bethany A. Boris

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **August 12, 1996.** The mortgagor is **DOUGLAS B. OLSEN and KAREN E. OLSEN**
husband and wife

("Borrower"). This Security Instrument is given to

MONEY WISE FINANCIAL, INC.,

which is organized and existing under the laws of the State of **UTAH**, and whose address is **1398 NORTH HILLFIELD ROAD, LAYTON, UTAH 84041** ("Lender"). Borrower owes Lender the principal sum of **One Hundred Eight Thousand Five Hundred and No/100** ..... Dollars (U.S. $ **108,500.00**). 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 **September 1, 2026**. 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 19 OF THE SCENIC VIEW SUBDIVISION, SUBLETTE COUNTY, WYOMING

which has the address of **39 SPORTSMAN LOOP,** [Street] **PINEDALE,** [City]
WYOMING [State] **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."

Rlsd. Bk 18 Pg 627 10/22/97
Con. Bk 67 Pg 433 2/28/97

23

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 Lend[redacted]nion operate to prevent the enfo[redacted]t of the lien; or (c) secures from [redacted]older 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 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 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.

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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.

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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 SI[redacted]ELOW, Borrower accepts and ag[redacted] the terms and covenants containe[redacted]s Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

_____ _____(Seal)
DOUGLAS B. OLSEN -Borrower

_____ _____(Seal)
KAREN E. OLSEN -Borrower

_____ _____(Seal)
-Borrower

_____ _____(Seal)
-Borrower

_____ _____(Seal)
-Borrower

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

The foregoing instrument was acknowledged before me this AUGUST 12, 1996
(date)

by **DOUGLAS B. OLSEN and KAREN E. OLSEN**
husband and wife
(person acknowledging)

EDWIN R. ADAMS - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires 7-28-2000

My commission expires:

Edwin R. Adams
Notary Public

30 Rlsd. BK Bpg. 586 9/12/97

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 One Hundred Sixty Thousand and NO/100 ($160,000.00) Dollars, payable in one payment of $177,600.00, which includes interest at the rate of 11% per annum from 8/16/96; said payment is due on or before 8/16/97, 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 Carmichael Hills Subdivision, Sublette County, Wyoming, as the same appears on the official map or plat 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 replacement 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. 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

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IN BOOK 166 mtg & Lse PAGE 30
FEES $8.00 COUNTY CLERK
SUBLETTE C PINEDALE WYOMING

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

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

DATED this 16 day of August, 1996.

Thomas E Blagg
THOMAS E. BLAGG

Jeanne 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 16 day of August, 1996.

Witness my hand and official seal.

Cyd M. Goodrich
NOTARY PUBLIC

My Commission Expires:
Oct 28, 1998

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

RALPH B. COOPER and **SUSAN S. COOPER**, husband and wife, mortgagors, of P.O. Box 4313, Marbleton, WY 83113, to secure the payment of Sixty Thousand and NO/100 ($60,000.00) Dollars, payable in 180 equal monthly payments of $681.95 each, which include interest at the rate of 11% per annum from 7/25/96; first said monthly payment is due on or before 8/25/96 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 Three (3) of the Linn 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 replacement 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. If the property described herein is sold under foreclosure or otherwise and the proceeds are insufficient to pay the total indebtedness hereby

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IN BOOK 111 MTGS PAGE 32
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
By Cathy Sirl

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.

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

DATED this 25 day of July, 1996.

Ralph B. Cooper
RALPH B. COOPER

Susan S. Cooper
SUSAN S. COOPER

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by RALPH B. COOPER and SUSAN S. COOPER, this 12th day of August, 1996.

Witness my hand and official seal.

Susan Gulbrandson
NOTARY PUBLIC

My Commission Expires: 2/21/1999

NOTARY PUBLIC — SUBLETTE COUNTY, WYOMING

Susan Gulbrandson
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
Feb. 21, 1999

33

34

Rlsd BK 19 Rel pg 516 2-11-99
Rlsd BK 25 Rel pg 780 4-6-06

MORTGAGE

RICHARD LEE WINN and MARY GRACE WINN, Husband and Wife, of Ocala, Florida, MORTGAGORS, to secure the payment of the principal sum of Eight Thousand Dollars ($8,000.00), 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, releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to TERRENCE L. LARSON and DIANE Y. LARSON, Husband and Wife, of State of California, MORTGAGEES, the following described real estate situate in Sublette County, State of Wyoming:

Lot 46, Unit B, Big Country Ranches Subdivision, Second Filing, Sublette County, Wyoming, as the same appears of record on the plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming;
TOGETHER WITH all buildings and improvements situate thereon and appurtenances thereunto appertaining;
SUBJECT TO mineral interests, covenants, exceptions, reservations and restrictions of record; and
SUBJECT TO easements and rights of way of record or in use.

MORTGAGORS' indebtedness is to be paid as follows:

A. The principal balance of Eight Thousand Dollars ($8,000.00), together with interest thereon at the rate of ten percent (10%) per annum, shall be paid in one hundred twenty (120) equal monthly installments of interest and principal of $105.72. Payments of said monthly installments shall begin on the 15th day of September 1996. All payments shall first be applied to accrued interest and then to principal as of the date received. Interest shall accrue from the 15th of August 1996. Included with each payment shall be that additional payment amount set out in paragraph 1, below.

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 securing it 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 MORTGAGEES 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 MORTGAGEES 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. MORTGAGORS shall also pay $135 to the First National Bank of Pinedale to set up a servicing agency for MORTGAGEE and shall pay to said agent $9.50 per month maintenance and service fees in addition to, and concurrently with, each monthly installment directed in paragraph A, above.

2. MORTGAGORS shall not permit the interest of MORTGAGEES 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, servicing agent fees, or other lawful charges, MORTGAGEES may, without notice or demand, pay the same. 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 MORTGAGEES,

258412

[redacted]

RECORDED August 19 1996 1:20 PM
IN BOOK 46 MTG PAGE 34
FEE [redacted] [illegible] COUNTY [redacted]
SUBL[illegible] COUNTY, WYOMING

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. MORTGAGEES are not required by this provision to advance such funds. A failure by MORTGAGORS to timely pay such taxes, assessments, servicing agent fees, or other lawful charges shall constitute a default under this mortgage even if such sums are advanced by MORTGAGEES.

4. Should MORTGAGORS default in the performance of any of the terms and conditions of this mortgage, 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. MORTGAGORS agree to pay all costs of enforcement and of foreclosure, including reasonable attorney's fees. The failure of MORTGAGEES to promptly foreclose following a default shall not prejudice any right of MORTGAGEES 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. 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.

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, MORTGAGEES may, at MORTGAGEES' 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 MORTGAGEES as default.

DATED this 8th day of August 1996.

Richard Lee Winn
RICHARD LEE WINN
FLDL W500-752-52-281-0

Mary Grace Winn
MARY GRACE WINN
FLDL W500-576-54-768-0

STATE OF FLORIDA)
)ss
COUNTY OF Marion)

The foregoing mortgage was acknowledged before me by RICHARD LEE WINN and MARY GRACE WINN this 8th day of August 1996.

WITNESS my hand and official seal.

DEBRA C. WORLEY
MY COMMISSION # CC 455001
EXPIRES: April 25, 1999
Bonded Thru Notary Public Underwriters

My Commission Expires:

Debra C. Worley
Notary Public

After recording return to CU Mortgage of Utah PO BOX 27277 SLC Utah 84127

8735367

36

ASSIGNMENT OF REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That NORTHWEST CREDIT UNION, organized and existing under and by virtue of the laws of THE STATE OF UTAH, and having its office and principal place of business in the City of SALT LAKE CITY, and State of Utah, 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

Credit Union Mortgage of Utah

party of the second part, its successors and assigns, a certain indenture of mortgage date the 24th day of June A.D. 19 96, made by Robert E Sutherland Thelma C. Sutherland, Husband and Wife to it, securing the payment of one promissory note therein described for the sum of Fifty Six Thousand Six Hundred Twenty Five Dollars and no Dollars, ($ 56,625.00) 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 11, Block 3 of the Redstone First Addition to the Town of Pinedale, Sublette County, Wyoming

which said mortgage is recorded in the office of the recorder of Sublette County, in the State of Wyoming, in Book No. 65, Page 380, Document No. 257753 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 Gary Hooper, President (title), and attested by Kelly Anderson, Director (title), this 11th day of July, A.D. 19 96.

258418

NORTHWEST CREDIT UNION

RECORDED Aug 19 1996 5:00 PM
BOOK 166 MISC PAGE 36
FEES $ 10.00 Mary L Lyda COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sartor

BY: Hooper

ATTEST: Kelly Anderson

STATE OF Utah)
)
COUNTY OF Salt Lake)

Before me the undersigned, a Notary Public in and for the County and State aforesaid, this 11th day of July, 19 96, personally appeared Gary Hooper, President (title), and Kelly Anderson, Director (title), respectively, and acknowledge the execution of the foregoing instrument.

Tammy P. Hansen
Notary Public

NOTARY PUBLIC
TAMMY P. HANSEN
1690 East 7200 South
Salt Lake City, UT 84121
My Commission Expires
October 18, 1998
STATE OF UTAH

My Commission expires:

This instrument prepared by:

After recording to: [redacted] Mortgage of Utah PO BOX 27277 SL [redacted] 4127 [redacted]

8735367

ASSIGNMENT OF REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That CREDIT UNION MORTGAGE OF UTAH, organized and existing under and by virtue of the laws of The State of Utah, and having its office and principal place of business in the City of Salt Lake City, and State of Utah, 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

PIHI Mortgage Services Corporation

party of the second part, its successors and assigns, a certain indenture of mortgage date the 24th day of June A.D. 19 96, made by Robert E Sutherland Thelma C. Sutherland, Husband and Wife to it, securing the payment of one promissory note therein described for the sum of Fifty Six Thousand Six Hundred Twenty Five Dollars and no Dollars, ($ 56,625.00) 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 11, Block 3 of the Redstone First Addition to the Town of Pinedale, Sublette County, Wyoming

which said mortgage is recorded in the office of the recorder of Sublette County, in the State of Wyoming, in Book No. 65, Page 380, Document No. 257753 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 J. Andrew Egan, Exec. Vice PResident (title), and attested by [illegible], Director (title), this 16 day of July, A.D. 19 96.

RECORDED Aug 19 1996 5:20 PM
IN BOOK 66 MISC PAGE 37
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

CREDIT UNION MORTGAGE OF UTAH

BY: J. Andrew Egan

ATTEST: Yvonne A. Jones

258419

STATE OF UT)
)
COUNTY OF Salt Lake)

Before me the undersigned, a Notary Public in and for the County and State aforesaid, this 16 day of July, 19 96, personally appeared J. Andrew Egan, Exec. Vice PRes (title), and [illegible], Director (title), respectively, and acknowledge the execution of the foregoing instrument.

Notary Public
KELLY ADAMSON
1805 South Redwood Road
Salt Lake City, Utah 84104
My Commission Expires

Notary Public

My Commission expires: 8-21-98

This instrument prepared by:

38

**RECORDING REQUESTED BY/
PREPARED BY/AFTER RECORDING
RETURN TO:**

**MMSI/Attn. Sherry Doza
2080 Post Oak Blvd.
Houston, Texas 77056
Tel. (800) 795-5263**

Pool: **308412**
Loan Number: **0206573253**
Mellon Number **533140**

405_9601/04

(Space Above this Line For Recorder's Use Only)

ASSIGNMENT of MORTGAGE

**STATE OF WYOMING
COUNTY OF SUBLETTE**

KNOW ALL MEN BY THESE PRESENTS:

That STANDARD FEDERAL BANK, a Federal Savings Bank ('Assignor') acting herein by and through a duly authorized officer, the owner and holder of one certain promissory note executed by DANNY RAY HANSEN AND HEIDI LYNN HANSEN ('Borrower(s)') secured by a Mortgage of even date therewith executed by Borrower(s) for the benefit of the holder of the said note, which was recorded on the lot(s), or parcel(s) of land described therein situated in the County of Sublette, State of Wyoming:

Recording Ref: Book 61, Page No. 695
Original Beneficiary: STANDARD FEDERAL BANK, A FEDERAL SAVINGS BANK

For and in consideration of the sum of Ten and No/100 dollars ($10.00), and other good valuable and sufficient consideration paid, the receipt of which is hereby acknowledged, does hereby transfer and assign, set over and deliver unto MELLON MORTGAGE COMPANY (Assignee) all beneficial interest in and to title to said Mortgage, together with the note and all other liens against said property securing the payment thereof, and all title held by the undersigned in and to said land.

TO HAVE AND TO HOLD unto said Assignee said above described Mortgage and note, together with all and singular the liens, rights, equities, title and estate in said real estate therein described securing the payment thereof, or otherwise.

Executed this the 1st day of August A.D. 1996

STANDARD FEDERAL BANK, a Federal Savings Bank

By: _____
ALBERT J. MARSHALL
VICE PRESIDENT

THE STATE OF MICHIGAN
COUNTY OF MACOMB COUNTY ACTING IN OAKLAND COUNTY

On this the 1st day of August, 1996, before me, a Notary Public, appeared ALBERT J. MARSHALL to me personally known, who being by me duly sworn, did say that (s)he is the VICE PRESIDENT of STANDARD FEDERAL BANK, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said ALBERT J. MARSHALL acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

TONYA D. SHAW NOTARY PUBLIC MACOMB COUNTY, MI

_____
TONYA D. SHAW
COMMISSION EXPIRES 7/05/99

Assignee's Address:

3100 TRAVIS STREET
HOUSTON, TX 77006

Assignor's Address:

2600 WEST BIG BEAVER ROAD
TROY, MI 48007-3703

258425

STANDARD FEDERAL BANK CORPORATE SEAL MICHIGAN

RECORDED Aug. 20 1996 10:15AM
BOOK 66 mtg. PAGE 38
FEES $ 6.00
SUBLETTE COUNTY, PINEDALE WYOMING
COUNTY CLERK
By Cathy Sexton

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

AFTER RECORDING MAIL TO:

ROCK SPRINGS NATIONAL BANK
333 BROADWAY PO BOX 880
ROCK SPRINGS, WY 82902-0880

LOAN NO. 40-2017-8

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 19, 1996 . The mortgagor is MADELEINE M. GAGEN, 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 Fifty Thousand Five Hundred Dollars and no/100 Dollars (U.S. $ 50,500.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on August 19, 2016 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications 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 17 OF THE MONTE VISTA ESTATES SUBDIVISION, SUBLETTE COUNTY, WYOMING.

258446

RECORDED August 21 1996 11:10 AM
IN BOOK 160 MTG PAGE 39
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

which has the address of LOT 17 MONTE VISTA RD [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.

371 x 26 = 39

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)]

- ☐ 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:

_____

Madeleine M. Gagen (Seal) -Borrower
MADELEINE M. GAGEN
Social Security Number 478-72-6676

_____

_____ (Seal) -Borrower
Social Security Number _____

_____ (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 August 19, 1996 (date)

by MADELEINE M. GAGEN, A SINGLE PERSON (person acknowledging)

My Commission expires: 06/10/00

Tamara A. Spann
Notary Public TAMARA A. SPANN

TAMARA A. SPANN NOTARY PUBLIC
County of Sweetwater State of Wyoming
My Commission Expires June 10, 2000

MORTGAGE [redacted] FORM NO. 4--A [redacted] TUCKER'S [redacted] WORLD, SHERIDAN

MORTGAGE

THIS MORTGAGE, made this 20th day of August, 19 96, between John D. Yates and Sharon Yates, husband and wife, of Sweetwater County, Wyoming, hereinafter referred to as the "Mortgagor," and North Side State Bank of Rock Springs, Wyo., a Wyoming banking corporation, having its principal place of business at Rock Springs, and whose mailing address is P.O. Box 820, Rock Springs, in Sweetwater County, Wyoming, hereinafter referred to as the "Mortgagee."

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

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

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

John D. Yates

Sharon Yates

THE STATE OF WYOMING
County of Sweetwater
INDIVIDUAL ACKNOWLEDGMENT
ss.

On this 20th day of August 19 96, before me personally appeared

John D. Yates and Sharon Yates, husband and wife,

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

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

My commission expires: March 18, 1998

Notary Public

THE STATE OF WYOMING
County of
INDIVIDUAL ACKNOWLEDGMENT
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: .....

THE STATE OF WYOMING
County of
CORPORATION ACKNOWLEDGMENT
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: .....

Rlsd. Bk 19 Rel. pg. 261 7/27/98 48

258458

RECORDED August 21 1996 2:30pm
IN BOOK 66 MTG PAGE 48
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
by Bethany J. Bonis

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THAT Stephen A. Stager and Mary M. Stager, husband and wife, mortgagors, of Big Piney, Sublette County, State of Wyoming, to secure the payment of Nine Thousand Nine Hundred and Seventy-five Dollars ($9,975.00), with the interest thereon accruing from and after the 21st day of August, 1996, at the rate of Eight Per Cent (8%) per annum, evidenced by one promissory note of even date herewith, said principal sum and interest to be payable by monthly installments, do hereby mortgage to Patricia E. Looney, of Pinedale, Wyoming, mortgagee, the following described real estate, situate in the County of Sublette, in the State of Wyoming, to-wit:

Lot 11, Emmigration Ranches Subdivision, Phase 1, Sublette County, Wyoming, as the same appears on the plat and map thereof on file and of record in the office of the Sublette County Clerk of Sublette County, Wyoming;

TOGETHER with all 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 to the provisions of United States Patents and subject further to all easements for electric and telephone lines, 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 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 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, and her legal representatives or assigns

may proceed to foreclose this mortgage by advertisement and sale of 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;

At the option of the mortgagee, this mortgage shall become due and payable in full in the event of sale or transfer of the property either by deed or contract for deed;

Hereby relinquishing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Dated this 21st day of August, 1996.

Stephen A. Stager

Mary M. Stager

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Stephen A. Stager and Mary M. Stager, this 21st day of August.

Witness my hand and seal.

Kathryn Johnsey
County of
Sublette
My Commission Expires
2-11-2000

Notary Public
State of
Wyoming

My commission expires:

Notary Public

50

When Recorded Mail To:

THE JACKSON STATE BANK
112 CENTER ST., P O BOX 1788
JACKSON, WY 83001

LOAN NO. 4317207

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CORPORATION ASSIGNMENT OF REAL ESTATE MORTGAGE

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to

COUNTRYWIDE HOME LOANS, INC.

all the rights, title and interest of undersigned in and to that certain Real Estate Mortgage dated August 9, 1996, executed by Annette J. Crittenden and Eric Crittenden

to THE JACKSON STATE BANK

and whose address is 112 CENTER ST., P O BOX 1788, JACKSON, WY 83001

and recorded in Book/Volume No. 66, page(s) 13, as Document No. 258368, SUBLETTE County Records, State of Wyoming on real estate legally described as follows:

Lot 2, Hicks Subdivision of a part of the NW1/4SE1/4 of Section 4, T37N, R113W, 6th P.M., Sublette County, Wyoming.

258493

RECORDED August 23 1996 9:15a M
IN BOOK 66 Misc. Records PAGE 50
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

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: August 9, 1996

THE JACKSON STATE BANK

Witness:

Cathy Toolson, Assistant Vice President

Witness:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On August 9th, 1996 before me, the undersigned, a Notary Public in and for the said County and State, personally appeared Cathy Toolson

to me personally known, who, being duly sworn by me, did say that he/she is the Assistant Vice President

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.

(OFFICIAL SEAL)
NOTARY PUBLIC
County of Lincoln
State of Wyoming
My Commission Expires Sept. 13, 1998

Sally K. Martin
Notary Public for the state of Wyoming
My commission expires: 9-13-98

ISC/ASMTG//0990

WYOMING EMPLOYEES FEDERAL CREDIT UNION
MORTGAGE DEED WITH RELEASE OF HOMESTEAD

Scott G. Smith and Judy K. Smith, husband and wife, mortgagor(s) to secure the payment of Thirty Thousand and NO/100 ($30,000.00), payable with interest from August 21, 1996 at the rate of 9.000 percent per annum, payable monthly evidenced by a promissory note, of even date herewith, do hereby mortgage to **WYOMING EMPLOYEES FEDERAL CREDIT UNION** mortgagee, whose address is 2223 **WARREN AVENUE, CHEYENNE, WY 82001**, the following described real estate situated in the County of **SUBLETTE** in the State of Wyoming, together with all improvements now or hereafter erected on the property to wit:

Lot 30 of the Half Moon MOuntain Subdivision, Third Filing, Sublette County, Wyoming

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

In case default shall be made in the payment of the 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 thereof, then the whole indebtedness hereby secured with interest thereon shall become due and payable, and the mortgagee's legal representatives or assigns shall have the power and authority to sell all or any part of the mortgaged property and foreclose this mortgage by giving 21 days notice of time and place of sale in a newspaper or general circulation published in the county wherein the mortgaged premises are situated. Said sale shall be for cash and shall be held at either auction or private sale. Successors, and assigns are hereby given and granted the right to become purchasers at such sale. Said power of sale shall be in addition to any other available remedy provided by law. Mortgagee is hereby given full power of authority to execute and deliver a deed of conveyance of the premises sold to the purchaser or purchasers at such sale and out of the proceeds of such sale mortgagee shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable attorney's fees.

Hereby relinquishing and waiving all rights under and by virtue of the homestead laws of said State, dated this 15th day of August 1996.

Scott G. Smith
BORROWER

Judy K. Smith
BORROWER

258500

RECORDED Aug. 23 1996 3:15 PM
IN BOOK Sole mtg. & L PAGE 51
FEES $6.00 Mary L. Lubbe COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sacton

STATE OF WYOMING
COUNTY OF SUBLETTE

The foregoing instrument was acknowledged in person before me by Scott G. Smith and Judy K. Smith, husband and wife, dated this 15th day of August 1996.

Brenda E. Kennedy
NOTARY

BRENDA E. KENNEDY - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES 6/28/2000

MY COMMISSION EXPIRES:

Rlsd BK 18 Pg. 702

Asn. Bk 66 pg 60 8/23/96
Asn. Bk 66 pg 61 8/23/96
Rlsd. Bk 19 Rel. pg 486 1/28/99

After Recording Return to:

Key Bank of Wyoming
c/o Key Mortgage Services Inc.
7600 E. ORCHARD RD. #250N
ENGLEWOOD, CO 80111

258508

RECORDED August 26 19 96 11:30AM
IN BOOK 66 MISC PAGE 52
FEES $ 20.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
by Bethany A. Bonis

[Space Above This Line For Recording Data]

1583824

MORTGAGE

THIS MORTGAGE ("Security Instrument") is made on August 20 1996 . The mortgagor is PAULA MAHAFFEY, A MARRIED WOMAN ("Borrower"). This Security Instrument is given to Key Bank of Wyoming which is organized and existing under the laws of THE STATE OF WYOMING , and whose address is 18th & Carey Avenue, Cheyenne, WY 82003 ("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 September 1, 2011 . 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 5, BLOCK 4 OF THE HENNICK'S SECOND ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

which has the address of 329 pm 321 NORTH TYLER , 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 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 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 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 off 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 Substances 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-UNIFORMCOVENANTS. 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:

Paula Mahaffey
PAULA MAHAFFEY (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

[Space Below This Line For Acknowledgment]

STATE OF WYOMING,
On this 8/5/96 day of August 1996 Sweetwater County ss:
PAULA MAHAFFEY, before me, the subscriber, personally appeared

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

My commission expires: LINDA S. SPENCER - Notary Public, County of Sweetwater, State of Wyoming, My Commission

Linda S. Spencer
Notary Public

1583824NK

SECOND HOME RIDER

THIS SECOND HOME RIDER is made this 20th day of August, 1996, 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 Key Bank of Wyoming (the "Lender") of the same date and covering the property described in the Security Instrument (the "Property"), which is located at: ~~321~~ 329 NORTH TYLER, 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 Bororwer'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.

Paula Mahaffey (Seal)
PAULA MAHAFFEY -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

RELEASE AND WAIVER

For a good and valuable consideration, the receipt and sufficiency of which is acknowledged, I, JAMES M.R. MAHAFFEY, do hereby forever release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming in regard to (Legal):

LOT 5, BLOCK 4, OF THE HENNICK'S SECOND ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

together with all improvements hereon.

I realize that my WIFE, PAULA MAHAFFEY has applied to KEY BANK OF WYOMING for a loan in connection with the REFINANCE of the said property presently owned by PAULA MAHAFFEY and acknowledge that the said LENDER has relied upon this Release and Waiver in making the said loan.

DATED this 21st day of AUGUST, 1996.

x

STATE OF WYOMING)
ss
COUNTY OF SWEETWATER)

The forgoing instrument was acknowledged before me by JAMES M.R. MAHAFFEY this 21st day of August, 1996.

Witness my hand and official seal.

Notary Public

My Commission Expires: 5-2-97

LINDA S. SPENCER - Notary Public
County of Sweetwater
State of Wyoming
My Commission

60

258509

RECORDED August 26 1996 11:30 AM
BOOK 66 MTG PAGE 60
6.00 Mary L Lyle COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
by Bethany C Bond

ASSIGNMENT

LOAN NO. 1583824NK

FOR VALUE RECEIVED, Key Bank of Wyoming
18th & Carey Avenue, Cheyenne, WY 82003
herein referred to as the "assignor", hereby sells, assigns, transfers and sets over to Key Mortgage Services Inc., 127 Public Square, Cleveland, Ohio 44114, a corporation organized and existing under the laws of the United States of America and referred to as the "assignee", without recourse, all of its rights, title and interest in and to a certain mortgage deed dated 08-20-96, executed and delivered to the assignor by PAULA MAHAFFEY , A MARRIED WOMAN
to Key Bank of Wyoming
and filed for record with the SUBLETTE County Recorder on 8/26/96. at 11:30 o'clock AM, as Instrument No. 258508, in Volume 66 MTG, Page 52, together with the promissory note secured thereby and referred to herein.

IN WITNESS WHEREOF, the Assignment has been executed this 20th day of August 19 96

In the presence of:

Key Bank of Wyoming

Name: _____

BY: _____
Name: S. ROSZEL
Title: OFFICER

Name: _____

AND: _____
Name: ROYAL FOSTER
Title: OFFICER

STATE OF COLORADO
COUNTY OF ARAPAHOE

Before me, a Notary Public in and for said County and State personally appeared S. ROSZEL and ROYAL FOSTER
of Key Bank of Wyoming
the corporation which executed the foregoing instrument for and on behalf of said corporation, being thereunto duly authorized, and that the same is their free act and deed individually and as such officers and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at ENGLEWOOD CO this 20TH day of AUGUST 1996.

NOTARY PUBLIC LUIS A. QUINONES STATE OF COLORADO

Notary Public

980.52.0389 [JF 3/95]
ASSIGNMENT (KB to KMSI)

[redacted] My Commission Expires June 12 [redacted]

258510

RECORDED August 26 1996 11:30 A.M.
BOOK 64 MTE PAGE 61
FEE $ 6.00 Mary L Lufkin COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
by Bethany A Lewis

ASSIGNMENT

LOAN NO. 1583824NK

FOR VALUE RECEIVED, Key Mortgage Services Inc., 127 Public Square, Cleveland, Ohio 44114, herein referred to as the "assignor", hereby sells, assigns, transfers and sets over to **Countrywide Home Loans, Inc., 400 Countrywide Way, Simi Valley, CA 93065**, a corporation organized and existing under the laws of **THE UNITED STATES OF AMERICA** and referred to as the "assignee", without recourse, all of its rights, title and interest in and to a certain mortgage deed dated **8/20/96**, executed and delivered to the assignor by **PAULA MAHAFFEY, A MARRIED WOMAN**

to **Key Bank of Wyoming**
and filed for record with the **SUBLETTE** County Recorder on 8/26/96
at 11:30 o'clock A/K, as Instrument No. 258508 in Volume 64 MTE, Page 52,
together with the promissory note secured thereby and referred to herein.

IN WITNESS WHEREOF, the Assignment has been executed this **20th** day of **August** **19 96**.

In the presence of:

_____
Name: _____

_____
Name: _____

Key Mortgage Services Inc.
BY: _____
Name: S. ROSZEL
Title: OFFICER

AND: _____
Name: ROYAL FOSTER
Title: OFFICER

STATE OF COLORADO
COUNTY OF ARAPAHOE

Before me, a Notary Public in and for said County and State personally appeared S. ROSZEL and ROYAL FOSTER of Key Mortgage Services Inc., the corporation which executed the foregoing instrument for and on behalf of said corporation, being thereunto duly authorized, and that the same is their free act and deed individually and as such officers and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at ENGLEWOOD CO this 20TH day of AUGUST 1996.

NOTARY PUBLIC
LUIS A. QUINONES
COLORADO

Notary Public

My Commission Expires June 12, 1999

980.52.0390A [Uniform - J0390A - 3/95]
ASSIGNMENT (KMSI to Servicer)

61

62 Rlsd. BK 18 PG 598 9/24/97

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:

MICHAEL L ERNSTER and TAMMY L ERNSTER
3230 FITZPATRICK DR.
ROCK SPRINGS, WY 82901

258513

RECORDED August 26 1996 11:30 AM
IN BOOK 616 MISC PAGE 62
FEES $ 14.00 Mary L Lyttle COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
by Bethany A. Sonis

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE IS DATED AUGUST 23, 1996, between MICHAEL L ERNSTER and TAMMY L ERNSTER, HUSBAND AND WIFE, whose address is 3230 FITZPATRICK DR., ROCK SPRINGS, WY 82901 (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"):**

LOTS 22 AND 23, BLOCK 2 OF THE AMENDED TOWNSITE OF SHELTER PARK, SUBLETTE COUNTY, WYOMING

The Real Property or its address is commonly known as LOT 22 & LOT 23, 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.

Grantor. The word "Grantor" means **MICHAEL L ERNSTER and TAMMY L ERNSTER.** 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, 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. In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Grantor may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such Indebtedness may be or hereafter may become barred by any statute of limitations, and whether such Indebtedness may be or hereafter may become otherwise unenforceable. Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon.

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 August 23, 1996, **in the original principal amount of $39,152.01** 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, environmental 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 198[redacted] L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Sec[redacted]1, et seq., the Resource Conservation and [redacted] Act, 42 U.S.C. Section 6901, [redacted] or other applicable state or Federal laws, r[redacted] regulations adopted pursuant [redacted] 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, about or from 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 on, under, about or from the Property 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, about or from 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 and hazardous substances. 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, 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. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. 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 or 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.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage, 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 provided for in 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 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.

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 as first and prior liens 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, including without limitation all future advances, 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 of Grantor to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related Documents.

False Statements. 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 false or misleading in any material respect, either now or at the time made or furnished.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

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 [illegible] Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace [illegible] provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether e[illegible] now or later.

Events Affecti[illegible]ntor. Any of the preceding events occurs [illegible]t to any Guarantor of any of the Indebtedness[illegible] Guarantor dies or becomes inc[illegible], or revokes or disputes the validity of, [illegible] any Guaranty of the Indebtedne[illegible], 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.

Right to Cure. 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.

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 rate provided for in the Note. 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, may be be sent by telefacsimilie, 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, certified or 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 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 Michael L. Ernster
MICHAEL L ERNSTER

x Tammy L. Ernster
TAMMY L ERNSTER

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Wyoming)
) **SS**
COUNTY OF Sweetwater)

TERRI WHITE - NOTARY PUBLIC
COUNTY OF SWEETWATER — STATE OF WYOMING
My Commission Expires 12-8-98

On this day before me, the undersigned Notary Public, personally appeared **MICHAEL L ERNSTER and TAMMY L ERNSTER**, 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 23rd **day of** August, **19**96.

By Terri White **Residing at** Rock Springs

Notary Public in and for the State of Wyoming **My commission expires** 12-8-98

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KeyBank
Key Bank of Wyoming
BIG PINEY #071/TLC
440 BUDD AVENUE
BIG PINEY, WY 83113
307-276-3961 (Lender)

25851[redacted]

RECORDED August 1st [redacted] 1996 11:40AM
IN BOOK 66 MTG PAGE 67
FEES $ 14.00 Mary L. Lee COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

HOME EQUITY LINE MORTGAGE

by Bethany A. Bonis

BORROWER	MORTGAGOR
GERALD T SZMURLO KATHLEEN A SZMURLO	GERALD T SZMURLO KATHLEEN A SZMURLO , HUSBAND AND WIFE
ADDRESS 15 PINNACLE DANIEL, WY 83115	ADDRESS 15 PINNACLE DANIEL, WY 83115
TELEPHONE NO. 307-859-8212	TELEPHONE NO. 307-859-8212
IDENTIFICATION NO. 466-64-7216	IDENTIFICATION NO. 466-64-7216

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	$75,000.00	08/15/96	08/15/31	961832010060	500712006369

(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; and

(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.

(c) Rlsd. BK 19 Rel. Pg. 275 8/12/98

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.

[redacted] [redacted] [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) commits fraud or makes a material misrepresentation at any time in connection with the Obligations or this Mortgage, including, but not limited to, false statements made by Mortgagor about Mortgagor's income, assets, or any other aspects of Mortgagor's financial condition;
(b) fails to meet the repayment terms of the Obligations; or
(c) violates or fails to comply with a covenant contained in this Mortgage which adversely affects the Property or Lender's rights in the Property, including, but not limited to, transferring title to or selling the Property without Lender's consent, failing to maintain insurance or to pay taxes on the Property, allowing a lien senior to Lender's to result on the Property without Lender's written consent, allowing the taking of the Property through eminent domain, allowing the Property to be foreclosed by a lienholder other than Lender, committing waste of the Property, using the Property in a manner which would be destructive to the Property, or using the Property in an illegal manner which may subject the Property to seizure or confiscation.

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 expense 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 AND ATTORNEYS' FEES. Upon default by borrower or Mortgagor under the Obligations and referral of this Mortgage to an attorney who is not a salaried employee of Lender, Mortgagor agrees to pay Lenders reasonable attorneys' fees. Additionally, Mortgagor agrees to pay all reasonable expenses incurred by Lender in foreclosing and realizing on the Property.

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.

Spouse of Grantor upon the consideration aforesaid, does hereby release and forever quit-claim unto Lender, as Mortgagee, all his/her rights of homestead in and to the above granted 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 15TH day of AUGUST, 1996

MORTGAGOR: GERALD T SZMURLO

GERALD T SZMURLO

MORTGAGOR: KATHLEEN A SZMURLO

KATHLEEN A SZMURLO

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

STATE OF WYOM[redacted])
) ss:
COUNTY OF Sublette)

On this 15th day of August, 1996, before me personally appeared Gerald T. Szmurlo and Kathleen A Szmurlo 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 15th day of August, 1996.

(SEAL)

KAREN S. WENZ - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Jan. 2, 2000

My Commission Expires:
Jan. 2. 2000

Karen S Wenz
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

the above signed person(s) acknowledged the execution of said instrument to be the free act and deed of said , and

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)

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 14 OF THE MOUNTAIN VIEW RANCHES SUBDIVISION, SUBLETTE COUNTY, WYOMING

SCHEDULE B

AFTER RECORDING RETURN TO LENDER AT ITS ADDRESS DESCRIBED ABOVE.

Rlsd. Bk 1 Pg 337 1/17/97 72

258515

RECORDED August 16 1996 11:45 AM
IN BOOK 166 MTG PAGE 72
FEES $ 14.00 Mary L. Lyle COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
by Bethany A. Bonis

KeyBank

Key Bank of Wyoming
BIG PINEY BRANCH
440 BUDD AVE
BIG PINEY, WY 83113
(307)276-3961 (Lender)

MORTGAGE

BORROWER	MORTGAGOR
JERRY L. DOBBS JOAN R. DOBBS	JERRY L. DOBBS JOAN R. DOBBS ,HUSBAND AND WIFE
ADDRESS 15 GLAZIER RD DANIEL, WY 82115	ADDRESS 15 GLAZIER RD DANIEL, WY 82115
TELEPHONE NO. (307)8598878 IDENTIFICATION NO.	TELEPHONE NO. (307)8598878 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	$24,000.00	08/20/96	08/10/06	962221727220	00100000321586 2

(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 such mortgage or deed of trust shall be a default under this Mortgage and shall entitle Lender to all [redacted] remedies contained herein or in the Obligations to which Lender would be entitled in the event of any such default.

[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 AND ATTORNEYS' FEES. Upon default by borrower or Mortgagor under the Obligations and referral of this Mortgage to an attorney who is not a salaried employee of Lender, Mortgagor agrees to pay Lenders reasonable attorneys' fees. Additionally, Mortgagor agrees to pay all reasonable expenses incurred by Lender in foreclosing and realizing on the Property.

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]

STATE OF WYO[redacted])
) ss:
COUNTY OF Sublette)

On this 20th day of August, 96, before me personally appeared Jerry L. Dobbs & Jean R. Dobbs 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 20th day of August, 96.

(SEAL)

NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Jan. 2, 2000

My Commission Expires:
Jan 2, 2000

Karen Dlobeng
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 5 OF THE MOUNTAIN VIEW RANCHES SUBDIVISION, SUBLETTE COUNTY, WYOMING

SCHEDULE B

75

AFTER RECORDING RETURN TO LENDER AT ITS ADDRESS DESCRIBED ABOVE.

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 20TH day of AUGUST, 1996.

MORTGAGOR: **JERRY L. DOBBS**

Jerry L Dobbs

JERRY L. DOBBS

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR: **JOAN R. DOBBS**

Joan R Dobbs

JOAN R. DOBBS

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

Key Bank of [redacted]
c/o Key Mortgage Services Inc.
7600 E. ORCHARD RD. #250N
ENGLEWOOD, CO 80111

[redacted] [redacted]

258524

RECORDED August 26 96 450P
IN BOOK 66 MTGS & Lses PAGE 77
FEES $ 16.00 Mary COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hooper

[Space Above This Line For Recording Data]

1699784

MORTGAGE

THIS MORTGAGE ("Security Instrument") is made on August 26 1996 . The mortgagor is KATHERINE F GOEDDE, A SINGLE WOMAN

("Borrower"). This Security Instrument is given to Key Bank of Wyoming

which is organized and existing under the laws of THE STATE OF WYOMING , and whose address is 18th & Carey Avenue, Cheyenne, WY 82003 ("Lender"). Borrower owes Lender the principal sum of Sixty-Five Thousand Four Hundred Fifty and No/100 ---------- (U.S.$ 65,450.00) Dollars. This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on September 1, 2026 . 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 81 OF THE BIG COUNTRY RANCH SUBDIVISION, FOURTH FILING, UNIT C, SUBLETTE, WYOMING

which has the address of 20 SANDY 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.

Rlsd. Bk 22 Rel. Pg 643 6-16-03
Asn. BK 66 Pg. 83 8/26/96
Asn. BK 66 Pg 84 8/26/96

77

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 [redacted] der requires. The insurance carrier [redacted] ng the insurance shall be chosen by [redacted] 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 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 without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. B[redacted]s Copy. Borrower shall be given on[redacted]rmed 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 off 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 Substances 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-UNIFORMCOVENANTS. 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:

Katherine F Goedde (Seal)
KATHERINE F GOEDDE -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

[Space Below This Line For Acknowledgment]

STATE OF WYOMING,
County ss:
On this 26 day of August, 1996, before me, the subscriber, personally appeared **KATHERINE F GOEDDE**

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

My commission expires:

KAREN E. OLSEN - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires: 5/20/2000

Karen E. Olsen
Notary Public

ASSIGNMENT

258525

450P

RECORDED August 26 1996 M
IN BOOK 66 MTG PAGE 83
FEES $ 4.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

LOAN NO. 1699784NK

FOR VALUE RECEIVED, Key Bank of Wyoming
18th & Carey Avenue, Cheyenne, WY 82003
herein referred to as the "assignor", hereby sells, assigns, transfers and sets over to Key Mortgage Services Inc., 127 Public Square, Cleveland, Ohio 44114, a corporation organized and existing under the laws of the United States of America and referred to as the "assignee", without recourse, all of its rights, title and interest in and to a certain mortgage deed dated 08-26-96, executed and delivered to the assignor by KATHERINE F GOEDDE , A SINGLE WOMAN

Key Bank of Wyoming to
and filed for record with the SUBLETTE County Recorder on August 26, 1996 at 450 o'clock PM, as Instrument No. 258524, in Volume 66 MTG, Page 77, together with the promissory note secured thereby and referred to herein.

IN WITNESS WHEREOF, the Assignment has been executed this 26th day of August 19 96

In the presence of:

Key Bank of Wyoming

Name: _____

BY: R. L. Gilbert
Name: L. GILBERT
Title: OFFICER

Name: _____

AND: _____
Name: ROYAL FOSTER
Title: OFFICER

STATE OF COLORADO
COUNTY OF ARAPAHOE

Before me, a Notary Public in and for said County and State personally appeared L. GILBERT and ROYAL FOSTER of Key Bank of Wyoming the corporation which executed the foregoing instrument for and on behalf of said corporation, being thereunto duly authorized, and that the same is their free act and deed individually and as such officers and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at ENGLEWOOD CO this 26TH day of AUGUST 1996.

LUIS A. QUINONES
STATE OF COLORADO

Notary Public

My Commission Expires June 12, 1999

980.52.0389 [JF 3/95]
ASSIGNMENT (KB to KMSI)

84

258526 450P

ASSIGNMENT

RECORDED August 26 1996 M
IN BOOK 66 MTG PAGE 84
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Tracey D Hoover

LOAN NO. 1699784NK

FOR VALUE RECEIVED, Key Mortgage Services Inc., 127 Public Square, Cleveland, Ohio 44114, herein referred to as the "assignor", hereby sells, assigns, transfers and sets over to **Countrywide Home Loans, Inc., 400 Countrywide Way, Simi Valley, CA 93065**, a corporation organized and existing under the laws of **THE UNITED STATES OF AMERICA** and referred to as the "assignee", without recourse, all of its rights, title and interest in and to a certain mortgage deed dated **8/26/96**, executed and delivered to the assignor by **KATHERINE F GOEDDE, A SINGLE WOMAN**

to **Key Bank of Wyoming**
and filed for record with the **SUBLETTE** County Recorder on August 26, 1996
at 450 o'clock PM, as Instrument No. 258524 in Volume 66 MTG, Page 77,
together with the promissory note secured thereby and referred to herein.

IN WITNESS WHEREOF, the Assignment has been executed this **26th** day of **August** 19 96.

In the presence of:

Key Mortgage Services Inc.

_____
Name: _____

BY: L. Gilbert
Name: L. GILBERT
Title: OFFICER

_____
Name: _____

AND: R. Foster
Name: ROYAL FOSTER
Title: OFFICER

STATE OF COLORADO
COUNTY OF ARAPAHOE

Before me, a Notary Public in and for said County and State personally appeared L. GILBERT and ROYAL FOSTER of Key Mortgage Services Inc., the corporation which executed the foregoing instrument for and on behalf of said corporation, being thereunto duly authorized, and that the same is their free act and deed individually and as such officers and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at ENGLEWOOD CO this 26TH day of AUGUST 1996.

LUIS A. QUINONES STATE OF COLORADO

_____ Notary Public

My Commission Expires June 12, 1999

980.52.0390A [Uniform - J0390A - 3/95]
ASSIGNMENT (KMSI to Servicer)

DONALD PAUL HANSON SUSAN J. HANSON 525 AGATE PINEDALE, WY 82941 **MORTGAGOR** "I" includes each mortgagor above.	Utah Power & Light Employees' Credit Union 1407 West North Temple Salt Lake City, UT 84116 **MORTGAGEE** "You" means the mortgagee, its successors and assigns.

REAL ESTATE MORTGAGE: For value received, I, **DONALD PAUL HANSON, and SUSAN J. HANSON, husband and wife,** mortgage, grant and convey to you, with power of sale on **August 14, 1996** 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:

525 AGATE
PINEDALE, WYOMING 82941

LEGAL DESCRIPTION:

Lot 16, Block 4 of the Redstone First Addition to the Town of Pinedale, Sublette County, Wyoming 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:) _____

The above obligation is due and payable on **September 15, 2011**, 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-TWO THOUSAND TWO HUNDRED and no/100** Dollars (**$32,200.00**), 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.

Donald P. Hanson
DONALD PAUL HANSON

Susan J. Hanson
SUSAN J. HANSON

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

Individual or Corporation with Seal

The foregoing instrument was acknowledged before me by Donald P. Hanson this 26 day of August, 1996.

Corporation with no Seal

The foregoing instrument was acknowledged before me by Susan J. Hanson this 26 day of August, 1996, a corporation has no corporate seal.

Witness my hand and official seal.

Karen E. Olsen
Notary Public

My Commission Expires: 5/30/2000

KAREN E. OLSEN - NOTARY PUBLIC
County of Sublette — State of Wyoming
My Commission Expires: 5/30/2000

258530

RECORDED August 27 1996 1:20 PM
IN BOOK 66 Mortgages PAGE 85
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

IDS Inc.

Rlsd. Bk 20 Rel. Pg. 578 11/13/00

85

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 you 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 of 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 of this mortgage.

Any amounts paid by your 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 an 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 you 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 an 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

DAVID T. BOWERS and **TRACY L. BOWERS**, husband and wife, mortgagors, of P.O. Box 133, Bondurant, WY 82922, to secure the payment of Eight Thousand and NO/100 ($8,000.00) Dollars, payable in 120 equal monthly payments of $110.20 each, which include interest at the rate of 11% per annum from 8/16/96; first said monthly payment is due on or before 9/16/96 and on the 16th 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:

> The North Ninety (90) feet of Lot Forty (40), Cooley Third Addition 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. If the property described herein is sold under foreclosure

258546

RECORDED Aug. 28 1996 3:30PM
IN BOOK 1de mtg PAGE 87
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

Rlsd. BK 20 Rel. pg. 469 8/10/00 87

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.

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

DATED this 16 day of August, 1996.

DAVID T. BOWERS

TRACY L. BOWERS

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by DAVID T. BOWERS and TRACY L. BOWERS, this 16th day of August, 1996.

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires: 2/21/1999

Susan Gulbrandsen
County of
Sublette
My Commission Expires
Notary Public
State of
Wyoming
Feb. 21, 1999

WHEN RECORDED MAIL TO:

[redacted] [redacted] [redacted]

First Security Bank of Wyoming
First Security Bank of Wyoming, Mtg. Dept.
1400 Dewar Drive
Rock Springs, WY 82901

258594

RECORDED August 29 1996 2:40 PM
IN BOOK 66 MISC & Lease PAGE 89
FEES $16.00
SUBLETTE COUNTY CLERK
PINEDALE WYOMING
By Tracey L Hoover

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 29 1996 . The mortgagor is CODY W SAXTON and CATHY A SAXTON, husband and wife ("Borrower"). This Security Instrument is given to First Security Bank of Wyoming which is organized and existing under the laws of The United States of America , and whose address is 1400 Dewar Drive Rock Springs, WY 82901 ("Lender"). Borrower owes Lender the principal sum of One Hundred Ten Thousand and No/100 ---------- Dollars (U.S. $ 110,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on September 1, 2026 . 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 TYLER SECOND SUBDIVISION, SUBLETTE COUNTY, WYOMING.

which has the address of 41 PERCUSSION LANE , PINEDALE Wyoming 82941 ("Property Address");

Rlsd. BK 19 Rel. Pg 76 3/13/98 ES

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 a.s 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

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 allotment 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 tee 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 shall 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

any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall he 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 them 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 failing 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 successors 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 bc 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 charged 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 Lenders 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 or the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument of 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 Lenders 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

as applicable [redacted], specify for reinstatement) before sale [redacted] Property pursuant to any power of sale [redacted] 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 to Borrower. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable 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 alld 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:
Karen E. Olsen
Karen E. Olsen

Cody W Saxton (Seal)
CODY W SAXTON --Borrower
Social Security Number 517-76-3745

Cathy A. Saxton (Seal)
CATHY A SAXTON --Borrower
Social Security Number 520-96-5051

_____ (Seal)
--Borrower
Social Security Number _____

_____ (Seal)
--Borrower
Social Security Number _____

STATE OF WYOMING, Sublette County ss:

The foregoing instrument was acknowledged before me this 29 day of August, 1996, by CODY W SAXTON and CATHY A SAXTON, husband and wife
(person(s) acknowledging)

My Commission expires:

KAREN E. OLSEN - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires: 5/21/2000

Karen E. Olsen
Notary Public

[redacted] [redacted] [redacted]

FOSTER, S. P1

AFTER RECORDING MAIL TO:

LOAN NO. 374769

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 30, 1996 The mortgagor is Sam J. Foster and Tanna D. Foster, 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 Sixty Four Thousand Seven Hundred Seventy Five Dollars and no/100 Dollars (U.S. $ 64,775.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on September 1, 2026. 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 of the Guio Third Addition to the Town of Big Piney, Sublette County, Wyoming

258602

RECORDED Aug. 30 1996 10:35AM
IN BOOK Lde mtg. PAGE 95
FEES $ 18.00 Mary L. Lido COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

which has the address of 1351 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.

Rlsd Bk 20 pg 679 2/13/01
Asn. Bk 66 pg. 102 8/30/96

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 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. 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] Tax Exempt Financing Rider
- ☐ 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:

Sam J. Foster (Seal) Borrower

Social Security Number 507-04-1171

Tanna D. Foster (Seal) Borrower

Social Security Number 520-06-0444

_____ (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 August 30, 1996 (date)

by Sam J. Foster and Tanna D. Foster (person acknowledging)

My Commission expires: 8-19-97

Notary Public

SYLVIA ELY
County of
Sublette
My Commission Expires:

Notary Public
State of
Wyoming

FOSTER, S. [redacted] [redacted]

MORTGAGE ADDENDUM

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 30th day of August, 19 96, 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 Wallick and Volk, Inc.

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

1351 Piney Drive, Big Piney, WY 83113

(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

ii) Who has had a present ownership interest in a principal residence during any part of the three-year period ending on the date of the sale or transfer, 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 implenting regulations.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions in this Tax-Exempt Financing Rider.

Sam J. Foster Borrower

Tanna D. Foster Borrower

MPP 210-B (Revised 3/92)

374769 XWV23

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ASSIGNMENT OF MORTGAGE

WALLICK AND VOLK

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

Sam J. Foster and Tanna D. Foster, Husband and Wife

and appears recorded in book 106 of mortgages, beginning on page 95 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

Lot 7 of the Guio Third Addition to the Town of Big Piney, Sublette County, Wyoming

258603

RECORDED Aug. 30 1996 10:35 AM
IN BOOK 106 Mtg PAGE 102
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Zaccheo

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 30th day of August, 1996.

WALLICK AND VOLK, INC.

By _____
JENNIFER METHVIL
VICE PRESIDENT

Attest: _____
Dorothy Jacobson - Assistant Secretary

STATE OF WYOMING
COUNTY OF TETON

The foregoing instrument was acknowledged before me by

This 30th day of August, 1996

Witness my hand and official seal.
My Commission Expires: 7-30-97

_____
NOTARY PUBLIC

WCDA Assignment of mtg
Rev. 11/85

Pauline Pellegrinon-NOTARY PUBLIC
STATE OF WYOMING
COUNTY OF TETON
MY COMMISSION EXPIRES

MORTGAGE

THIS MORTGAGE, made as of the 30 day of AUGUST, 19 96, from **GENE EVERSULL** and **SUSAN EVERSULL,** husband and wife, of P.O. Box 1322, Pinedale, WY 82941, hereinafter referred to as "Mortgagors", to **DON D. SHENEFELT** and **SUSAN K. SHENEFELT,** 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 242, Pinedale, WY 82941, hereinafter referred to as "Mortgagees".

The Mortgagors, for and in consideration of the sum of Forty-Six Thousand and NO/100 ($46,000.00) 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 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 Forty-Six Thousand and NO/100 ($46,000.00) Dollars together with interest at the rate of nine and one quarter percent (9.25%) per annum thereon shall be paid in one hundred twenty (120) equal monthly installments of interest and principal of $588.95 each. Payments of said monthly installments shall begin on 9/30/96 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 8/30/96. 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 <u>received</u> as set out herein shall accrue a late charge of $25.00 after ten (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.

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IN BOOK 166 MTG PAGE 103
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE WYOMING

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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 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 Mortgagees as additional loss payees 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 Mortgagees. The payment clause shall be made payable to the Mortgagees 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 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 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.

Gene Eversull
GENE EVERSULL

Susan Eversull
SUSAN EVERSULL

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

The foregoing **MORTGAGE** was acknowledged before me by GENE EVERSULL and SUSAN EVERSULL, this 30th day of August, 1996.

Witness my hand and official seal.

Shonda K. Brandenburg
NOTARY PUBLIC

My Commission Expires: 6-21-97

SHONDA K. BRANDENBURG - Notary Public
County of Sublette
State of Wyoming
My Commission Expires June 21, 1997

EXHIBIT "A"

Lot Two (2), Block Two (2) of the Molyneux 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.

FISD BK 19 Pg 672

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MORTGAGE DEED WITH RELEASE OF HOMESTEAD

JOHN A. NYSTROM III and **NOREEN MATTIMOE NYSTROM**, husband and wife, mortgagors, of P.O. Box 749, Pinedale, WY 82941, to secure the payment of Thirty Thousand and NO/100 ($30,000.00) Dollars, payable in 120 equal monthly payments of $413.25 each, which include interest at the rate of 11% per annum from 8/23/96; first said monthly payment is due on or before 9/23/96 and on the 23rd 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:

> Amended Lot Seven (7) of the Airport Subdivision, Sublette County, Wyoming as the same appears on the official plat recorded July 3, 1995 in Book 64 of Misc., Page 446 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 replacement 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. If the property described herein is sold under foreclosure or otherwise and the proceeds are insufficient to pay the total indebtedness hereby

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[redacted] Smith Saxton

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.

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

DATED this 23 day of August, 1996.

JOHN A. NYSTROM III

NOREEN MATTIMOE NYSTROM

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by JOHN A. NYSTROM III and NOREEN MATTIMOE NYSTROM, this _____ day of _____, 19___.

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires:

STATE OF WYOMING
County of Sublette
My Commission Expires
Notary Public
State of Wyoming
Aug. 7, 2000

Rlsd Bk 19 Pg 607 4-2-99

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

JERRY L. McMILLEN and **LINDA J. McMILLEN,** husband and wife, mortgagors, of P.O. Box 1698, Pinedale, WY 82941, to secure the payment of Ninety-Eight Thousand and NO/100 ($98,000.00) Dollars, payable in 180 equal monthly payments of $1,053.11 each, which include interest at the rate of 10% per annum from 7/24/96; first said monthly payment is due on or before 8/24/96 and on the 24th 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 One (1), Block Two (2) of the Redstone Third Addition to the Town of Pinedale, Sublette County, Wyoming, as the same appears on the official map or plat thereof as filed for record in the office of the County Clerk and Ex-Officio Register of Deeds 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 covenants and restrictions governing Redstone Third Addition to the Town of Pinedale as recorded 8/23/94, in Book 63 of Misc., Page 301 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

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COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cath

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. 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.

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

DATED this 24 day of July, 1996.

Jerry L. McMillen
JERRY L. McMILLEN

Linda J. McMillen
LINDA J. McMILLEN

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by JERRY L. McMILLEN and LINDA J. McMILLEN, this 23rd day of August, 1996.

Witness my hand and official seal.

Susan Gulbrandson
NOTARY PUBLIC

My Commission Expires: 2/21/99

Susan Gulbrandson
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
Feb. 21, 1999

///

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Rlsd. BK 18 pg 333 1/14/97

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

GIL A. WINTERS and **JENNIFER L. WINTERS,** husband and wife, mortgagors, of P.O. Box 1561, Pinedale, WY 82941, to secure the payment of One Hundred Twenty Thousand and NO/100 ($90,000.00) Dollars, payable in one payment of $99,900.00 which includes interest at the rate of 11% per annum from 8/21/96, said payment is due on or before 8/21/97, 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 (30) 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 replacement 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. 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

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By Deputy

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

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

DATED this 21 day of August, 19 96.

GIL A. WINTERS

JENNIFER L. WINTERS

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by GIL A.WINTERS and JENNIFER L. WINTERS, this 27th day of August, ~~1994.~~ July 1996

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires: 2/21/1999

Susan C. Abrandson
Notary Public
County of Sublette
State of Wyoming
My Commission Expires: Feb. 21, 1999

MORTGAGE

Douglas G. Herrick, a married man, and Philip Hamersmith and Jacqueline Basha Hamersmith, husband and wife, of P. O. Box 7447, Jackson, Wyoming, 83001, (herein collectively called "MORTGAGOR"), to secure the payment of Thirteen Thousand Seven Hundred Seventy-Five Dollars and Fifteen Cents ($13,775.15), with interest thereon, as provided in and evidenced by a promissory note of even date herewith (the ultimate maturity date of which is the 10th day of April, 2002) and all renewals, modifications and extensions thereof, do hereby mortgage unto Bondurant Capital Limited Liability Company, a Wyoming limited liability company, of P. O. Box 1257, Rock Springs, Wyoming, 82901, (herein called "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:

> Tract No. 13 of Marsh Creek Ranches more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein.
>
> TOGETHER with all and singular the improvements and appurtenances thereon or thereunto appertaining (the "Property").

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 and earthquakes, with extended coverage, in an amount not less than the unpaid balance of the debt hereby secured, or the insurable value (replacement cost) 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 or 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 be made in any of the covenants and agreements thereof, or in the event MORTGAGOR sells or conveys the Property, or any part thereof, or any interest therein, without the prior written consent of 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

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FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

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.

This mortgage shall be and is without the necessity of execution of further instruments, subordinate to that certain first lien and mortgage in favor of The Jackson State Bank and recorded in the Office of the Sublette County Clerk, Sublette County, Wyoming, on the 25th day of April, 1996 in Book 64 of Mort., page 605. Any default in the first mortgage to which this mortgage is subordinate shall also constitute a default in this mortgage unless cured within the period provided for curing defaults as set forth in said first mortgage.

WITNESS our hands this 5th day of JUNE, 1996.

Douglas G. Herrick

STATE OF WYOMING)
) ss
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Douglas G. Herrick this 5 day of June, 1996.

Witness my hand and official seal.

PATRICIA WILLIAMS - NOTARY PUBLIC
COUNTY OF TETON [redacted] STATE OF WYOMING
MY COMMISSION EXPIRES OCTOBER 17, 1999

Notary Public

My Commission Expires: Oct. 17, 1999

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Philip Hamersmith

Jacqueline Basha Hamersmith

Address of MORTGAGOR:

P. O. Box 7447
Jackson, Wyoming 83001

STATE OF _____)
) ss
COUNTY OF DADE)

The foregoing instrument was acknowledged before me by Philip Hamersmith and Jacqueline Basha Hamersmith this 5 day of JUNE, 1996.

Witness my hand and official seal.

Notary Public

My Commission Expires:

Marsh Creek Ranches
Tract 13

A tract of land in the S½NE¼ and NW¼SE¼ of Section 7 and the SW¼NW¼ of Section 8, T36N, R110W, 6th P.M., Sublette County, Wyoming, described as follows:

Commencing at an iron pipe with brass cap marking the 1/4 corner between said Sections 7 and 8,

Thence N 51°35'30"E, 439.61 feet to a point;
Thence N 06°38'24"E, 274.93 feet to the **Point of Beginning;**
Thence S 73°02'00"W, 2494.66 feet to the intersection with the east right-of-way line of Wyoming Highway 352;
Thence N 16°58'27"W, 637.67 feet along said right-of-way line to a point;
Thence N 73°02'00"E, 2358.55 feet to a point;
Thence S 37°55'26"E, 541.75 feet to a point;
Thence S 06°38'24"W, 143.79 feet to the Point of Beginning.

Encompassing an area of 36.15 acres, more or less.

Subject to those parts of the following described easement which lie within the above described tract, and **together with** those parts of the following described easement which do not lie within the above described tract;

An access and ulility easement in the SE¼SW¼ of Section 5, E½ of Section 7, and NW¼ of Section 8, T36N, R110W, 100.00 feet in width, with the southerly and easterly line (the right hand side) described as follows:

Beginning at a point on the east right-of-way line of Wyoming Highway No. 352, Thence S 48°00'00"E, 470.46 feet to the intersection with the east line of the SW¼SE¼ of said Section 7;

Thence N 00°03'49"W, 255.71 feet along said east line to the SE 1/16 corner of said Sections 7;
Thence N 88°04'13"E, 1320.20 feet to the S 1/16 corner between said Sections 7 and 8;
Thence N 00°04'22"W, 1319.15 feet to the 1/4 corner between said Sections 7 and 8;
Thence N 51°35'30"E, 439.61 feet to a point;
Thence N 06°38'24"E, 418.71 feet to a point;
Thence N 37°55'26"W, 960.31 feet to a point;
Thence N 61°19'03"E, 747.82 feet to a point;
Thence N 66°24'58"E, 839.10 feet to a point;
Thence N 88°38'28"E, 1426.62 feet to the intersection with the east line of the NW¼ of said Section 8;
Thence N 00°08'25"E, 529.19 feet along said east line to the 1/4 corner between said Sections 5 and 8;
Thence N 00°10'25"W, 60.01 feet along the east line of said SE¼SW¼ of Section 5 to the northeasterly terminus point of this easement.

The northerly and westerly lines are lengthened or shortened, as necessary, to intersect with said east right-of-way line, and at the angle points.

Together with and **subject to** any other easements, restrictions or covenants of sight or record.

Each above called for point is marked by a 5/8" diameter rebar with cap inscribed "R W GREENWOOD PLS 5467", unless otherwise stated.

All in accordance with the map to in the Office of the Clerk of Sublette County, Wyoming, titled "Marsh Creek Ranches, Map of Survey, showing parts of Section 5, 6, 7, and 8, T36N, R110W, Sublette County, Wyoming".

EXHIBIT "A"
Bondurant Capital/Hamersmith, Herrick

prepared by Richard W. Greenwood, PLS
July 6, 1994
..\MARSHCRK\T13.LEG

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KeyBank

Key Bank of Wyoming
BIG PINEY BRANCH
440 BUDD AVE
BIG PINEY, WY 83113
(307)276-3961 (Lender)

MORTGAGE

258664

RECORDED Sept 5 1996 10:05 AM
IN BOOK Lds Mtg. PAGE 118
FEES $14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cath Sexton

BORROWER	MORTGAGOR
LORI A. MOORE ROBBY D. MOORE	LORI A. MOORE LORI ANN AKA GIVENS ,HUSBAND & WIFE ROBBY D. MOORE
ADDRESS 409 MILLER LN BIG PINEY, WY 83113	ADDRESS SECTION 26, T37N, R110W SUBLETTE COUNTY, WY 83113
TELEPHONE NO. (307)2763497	TELEPHONE NO. (307)2763497
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	$24,720.00	09/03/96	08/20/01	962201755370	007000003239846

(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.

[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. Mortgager 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 company to provide Lender with 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 AND ATTORNEYS' FEES. Upon default by borrower or Mortgagor under the Obligations and referral of this Mortgage to an attorney who is not a salaried employee of Lender, Mortgagor agrees to pay Lenders reasonable attorneys' fees. Additionally, Mortgagor agrees to pay all reasonable expenses incurred by Lender in foreclosing and realizing on the Property.

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 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 28TH day of AUGUST, 1996

MORTGAGOR: **LORI A. MOORE**

Lori A. Moore

LORI A. MOORE

MORTGAGOR: **ROBBY D. MOORE**

Robby D Moore

ROBBY D. MOORE

MORTGAGOR:

MORTGAGOR:

MORTGAGOR: **LORI ANN AKA GIVENS**

Lori Ann Givens

LORI ANN AKA GIVENS

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

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STATE OF WYOMING)
) ss:
COUNTY OF Sublette)

On this 3rd day of September, 96, before me personally appeared Lori A Moore & Robby D Moore 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 notarial seal this 3rd day of Sept, 96

(SEAL)

KAREN S. HEINZ - NOTARY PUBLIC County of Sublette State of Wyoming My Commission Expires Jan. 2, 2000

My Commission Expires: Jan 2, 2000

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

All land in the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 26, Township 37 North, Range 110 West of the 6th P.M., Sublette County, Wyoming, south and east of the Green River Lakes Road and South of the Southwest boundaries of the Hecox Second Subdivision as of record in the office of the County Clerk, Sublette County, Wyoming, with the exception of the following described two-acre parcel:

Beginning at the southwest corner of the NE¼SE¼ of Section 26: thence easterly along the south line of the NE¼SE¼ of Section 26 approximately 175 feet; thence northerly parallel to the west line of the NE¼SE¼ of Section 26 approximately 580 feet to a point on the centerline of the Green River Lakes Road; thence southwesterly along the centerline of the Green River Lakes Road to a point on the west line of the NE¼SE¼ of Section 26; thence southerly along the west line of the NE¼SE¼ of Section 26 approximately 430 feet to the point of beginning.

TOWNSHIP 37 NORTH, RANGE 110 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 26: SE¼SE¼

SCHEDULE B

AFTER RECORDING RETURN TO LENDER AT ITS ADDRESS DESCRIBED ABOVE.

MORTGAGE

THIS MORTGAGE, made as of the 22nd day of August, 19 96, from **THOMAS E. LENNON and MARIA W. LENNON,** husband and wife, of P.O. Box 7078, Jackson, WY 83001, hereinafter referred to as "Mortgagors", to **ERVENE SALAN, Trustee of the ERVENE SALAN 1993 REVOCABLE TRUST,** and **JEFFREY M. SALAN, a/k/a JEFFRY SALAN and JANE SALAN,** husband and wife, of RR2 Box 322A, Woodsville, NH 03785, hereinafter referred to as "Mortgagees".

The Mortgagors, for and in consideration of the sum of Twenty-Seven Thousand and NO/100 ($27,000.00) 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 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 Twenty-Seven Thousand and NO/100 ($27,000.00) Dollars together with interest at the rate of eight (8%) per annum thereon shall be paid in ninety-six (96) equal monthly installments of interest and principal of $381.69 each. Payments of said monthly installments shall begin on 10/1/96 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 8/23/96. 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 $15.00 after ten (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.

RECORDED Sept 9 19 96 1105A
IN BOOK 66 MTG PAGE 123
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoover

258682

123

rlsd. 6K.26 pg. 426 9/29/06

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 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 Mortgagees as additional loss payees 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 Mortgagees. The payment clause shall be made payable to the Mortgagees 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 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 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.

Thomas E. Lennon
THOMAS E. LENNON

Maria W Lennon
MARIA W. LENNON

STATE OF Wyoming)
)
COUNTY OF Linn)

The foregoing **MORTGAGE** was acknowledged before me by THOMAS E. LENNON and MARIA W. LENNON, this 22nd day of November, 19 96.

Witness my hand and official seal.

Deborah Ann McDonald
NOTARY PUBLIC

My Commission Expires: 2/11/2000

Deborah Ann McDonald
County of
Linn
State
Wyoming
My Commission Expires
2/11/2000

EXHIBIT "A"

Tracts Forty-Eight (48) and Forty-Nine (49) 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 restrictions and covenants as recorded 5/11/73, in Book 28 of Misc., Page 659 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.

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Rlsd. BK & Rel. PR 11C 4/6/98

AFTER RECORDING MAIL TO:

ROCK SPRINGS NATIONAL BANK
333 BROADWAY PO BOX 880
ROCK SPRINGS, WY 82902-0880

LOAN NO. 40-2026-9

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 6, 1996 . The mortgagor is RONALD A. NOBLE and TERESA M. NOBLE, TRUSTEES, OR THEIR SUCCESSOR(S) IN TRUST UNDER THE RONALD A. NOBLE LIVING TRUST, AND ANY AMENDMENTS THERETO, DATED MARCH 19, 1992 ("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 Five Thousand Dollars and no/100 Dollars (U.S. $ 25,000.00). **This debt is** evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on September 6, 2006 . 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 10, BLOCK 1 OF THE COOLEY NINTH ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

258685

RECORDED Sept. 9 1996 11:35 AM
IN BOOK 146 mtg. PAGE 128
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Patty Sexton

which has the address of 813 W. BONNEVILLE [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.

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

12°1

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)]

☐ 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:

Ronald A. Noble
RONALD A. NOBLE - TRUSTEE

Teresa M. Noble
TERESA M. NOBLE - TRUSTEE

Ronald A. Noble (Seal)
RONALD A. NOBLE -Borrower
Social Security Number 520-70-7033

Teresa M. Noble (Seal)
TERESA M. NOBLE -Borrower
Social Security Number 520-82-9306

_____ (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 September 6, 1996 (date)
by RONALD A. NOBLE and TERESA M. NOBLE, TRUSTEES (person acknowledging)

My Commission expires: 6/10/00

Tamara A. Spann
Notary Public TAMARA A. SPANN

TAMARA A. SPANN NOTARY PUBLIC
County of Sweetwater
State of Wyoming
My Commission Expires June 10, 2000

Rlsd BK 19 Rel pg 389 11-12-98

MORTGAGE

THIS MORTGAGE, made as of the 10th day of September 1996, from **DOUGLAS M. RELLSTAB,** a single man, of P.O. Box 258, La Barge, WY 83123-0258, hereinafter referred to as "Mortgagor", to **DEBORAH J. VICKERY,** a married woman dealing in her sole and separate property, of P.O. Box 441, Pinedale, WY 82941, hereinafter referred to as "Mortgagee".

The Mortgagor, for and in consideration of the sum of Sixty-Nine Thousand Five Hundred and NO/100 ($69,500.00) 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 Sixty-Nine Thousand Five Hundred and NO/100 ($69,500.00) Dollars together with interest at the rate of nine percent (9%) per annum thereon shall be paid in equal monthly installments of interest and principal of $880.40 each. All outstanding principal and accrued interest shall be due and payable on 9/10/2001. Payments of said monthly installments shall begin on 10/10/96 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 9/10/96. 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. Any payment not received as set out herein shall accrue a late charge of $25.00 after ten (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.

258700

RECORDED Sept. 10, 1996 11:30 AM
IN BOOK 166 MISC PAGE 134
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

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 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 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.

(d) Mortgagor 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 Mortgagor 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 Mortgagor 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 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 Mortgagor defaults in the payment of such insurance, 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 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 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 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 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 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.

Douglas M. Rellstab
DOUGLAS M. RELLSTAB

STATE OF Wyoming)
)
COUNTY OF Sublette)

The foregoing **MORTGAGE** was acknowledged before me by DOUGLAS M. RELLSTAB, this 10 day of September, 19 96.

Witness my hand and official seal.

Karen E. Olsen
NOTARY PUBLIC

My Commission Expires:

KAREN E. OLSEN - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires: 5/20/2000

EXHIBIT "A"

Lot One (1), Block Three (3) of the 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 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 as recorded 2/26/41 in Book 4 of Misc., Page 111 in the office of the County Clerk, Sublette County, Wyoming;

GT-15-51-050 (8/90)

15754535

MORTGAGE

THIS MORTGAGE is made this 10 day of AUGUST, 19 96, between the Mortgagor, Gary L Bohnet and Toni A Bohnet (herein "Borrower"), and the Mortgagee, K-DECORATORS, INC., a Corporation organized and existing under the laws of Montana, whose address is P.O. BOX 30416, BILLINGS, MT 59107 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the Principal sum of U.S. $ 4577.42, which indebtedness is evidenced by Borrower's note dated 8-10-96 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 Approximately 84 months from disbursement date;

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 the power of sale, the following described property located in the County of SUBLETTE, State of Wyoming:

THE WEST ONE-HALF (W/2) OF LOTS 13 AND 20 OF THE BIG COUNTRY RANCHES THIRD FILING AS THE SAME APPEARS ON THE PLAT AND MAP THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SUBLETTE COUNTY CLERK OF SUBLETTE COUNTY, WYOMING.

258724

RECORDED Sept. 11 '96 1:00 P.M.
BOOK 166 Mtgs & Liens PAGE 139
FEES $ 12.00 Mary L. Lyle COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

which has the address of 12 Meadowlark LN [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.

WYOMING

Rlsd. Bk 18 pg 336 1/15/97 139

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.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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.

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.

Gary L Bohnet —Borrower

Toni A Bohnet —Borrower

STATE OF WYOMING, SUBLETTE County ss:

The foregoing instrument was acknowledged before me this 10th DAY OF AUGUST, 1996 [date]

by MB MARYLISA BAXLEY Pinedale WY GARY L. BOHNET & TONI A BOHNET [person acknowledging]

MARYLISA BAXLEY — Notary Public — State of Wyoming — Sublette — My Commission Expires: Oct. 6, 1996

WITNESS my hand and official seal.

My Commission expires:

Marylisa Baxley
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

MORTGAGE ASSIGNMENT 15754535

For value received, K-DECORATORS, INC. , K-DESIGNERS OF MONTANA , a Corporation ("Assignor") organized and existing under the laws of the state of Montana assigns to GREEN TREE FINANCIAL SERVICING CORPORATION, its successors and assigns, all right, title and interest in a certain mortgage dated 8-10 19 96 made by the mortgagor(s), Gary L Bohnet Toni A Bohnet to K-DECORATORS, INC. , K-DESIGNERS OF MONTANA as mortgagee, recorded concurrently with this Mortgage Assignment in the office of the Register , SUBLETTE County, Wyoming , together with the retail installment contract or note secured by such mortgage on the following described property situated in SUBLETTE County, Wyoming

THE WEST ONE-HALF (W/2) OF LOTS 19 AND 20 OF THE BIG COUNTRY RANCHES THIRD FILING AS THE SAME APPEARS ON THE PLAT AND MAP THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SUBLETTE COUNTY CLERK OF SUBLETTE COUNTY, WYOMING.

258725

RECORDED Sept. 11 1996 1:00 PM
IN BOOK Lele, Mtg. PAGE 143
FEES $ 16.00 Mary L Lehl COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy So

8/27/96

WITNESSED:

K-DECORATORS, INC.
Doing business as K-DESIGNERS OF MONTANA
By: Al L Jvoson
Its: V. PRES

Attest:
Its:

STATE OF MONTANA
COUNTY OF YELLOWSTONE } SS
(Corporate acknowledgment)

I, CRAIG ANDERSEN, a Notary Public, Qualified & acting in said County, and State, certify that AL L. JVOSON personally came before me this day and acknowledged that he/she is V. PRES of K-DECORATORS, INC. a corporation and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its , sealed with its corporate seal, and attested by herself/himself as its .

Witness my hand and official seal, this 27 day of AUGUST, 1996.

(Official Seal)

Notary Public RESIDING AT BILLINGS, MT
My commission expires: 5-8 1999

* Type or print the name of the parties over line, notarizing or witnessing this instrument below their respective signatures and/or titles.

ST-15-M-0004 9.91

143

145 Rlsd. BK 18 pg 685 12/15/97

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

RICHARD L. STOTT and **NANCY L. STOTT**, husband and wife, and **RICHARD R. STOTT,** a married man dealing in his sole and separate property, mortgagors, of P.O. Box 654, Pinedale, WY 82941, to secure the payment of Twenty-Five Thousand and NO/100 ($25,000.00) Dollars, payable in 120 equal monthly payments of $344.37 each, which include interest at the rate of 11% per annum from 9/3/96; first said monthly payment is due on or before 10/3/96 and on the 3rd 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 Eight (8) and Nine (9), Block One (1) of the Jones 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 replacement 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

258767

RECORDED Sept. 16 1996 2:30 PM
IN BOOK 168 Rec. PAGE 145
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sacton

dollars, as attorney's fees. 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.

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

DATED this 3 day of September, 1996.

Richard L. Stott
RICHARD L. STOTT

Nancy L. Stott
NANCY L. STOTT

Richard R. Stott
RICHARD R. STOTT

HOMESTEAD WAIVER

I, JEANNE STOTT, wife of RICHARD R. STOTT, 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.

Jeanne S. Stott
JEANNE STOTT

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by RICHARD L. STOTT and NANCY L. STOTT, this 9th day of September, 1996.

Witness my hand and official seal.

Shari Pape
NOTARY PUBLIC

My Commission Expires:
Aug 7, 2000

SHARI PAPE
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
Aug. 7, 2000

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STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by RICHARD R. STOTT and JEANNE STOTT, this 9th day of September, 19 96.

Witness my hand and official seal.

Shari Pape
NOTARY PUBLIC

My Commission Expires:
Aug 7, 2000

SHARI PAPE
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
Aug. 7, 2000

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

WESLEY D. MARTIN and **BRENDA A. MARTIN**, husband and wife, mortgagors, of P.O. Box 1450, Pinedale, WY 82941, to secure the payment of Ten Thousand and NO/100 ($10,000.00) Dollars, payable in one payment of $10,926.03, which includes interest at the rate of 10% per annum from 8/20/96, said payment is due on or before 7/24/97, 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 W of the O'Neal Lot Division according to the Map recorded 2/6/95 in Book 64 of Misc., Page 85, Sublette County, Wyoming as 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 replacement 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. 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

258768

RECORDED Sept 11 1996 2:30 PM
IN BOOK Misc PAGE 148
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Lorton

Rlsd. BK 18 Pg. 359 2/6/97 148

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

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

DATED this 20 day of August, 1996.

WESLEY D. MARTIN

BRENDA A. MARTIN

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by WESLEY D. MARTIN and BRENDA A. MARTIN, this 26th day of August, 1996.

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires: 2/21/1999

Susan Gulbrandsen
County of
Sublette
My Commission Expires:

Notary Public
State of
Wyoming
Feb. 21, 1999

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

HERMAN A. GENETTI, a/k/a HERMAN GENETTI and **IMOGENE GENETTI,** husband and wife, mortgagors, of 9 Genetti Drive, Pinedale, WY 82941, to secure the payment of Sixty-Six Thousand Two Hundred and NO/100 ($66,200.00) Dollars, payable in 180 equal monthly payments of $711.38 each, which include interest at the rate of 10% per annum from 9/5/96; first said monthly payment is due on or before 10/5/96 and on the 5th 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 Thirty-Two (32), Thirty-Three (33) and Thirty-Six (36) of the Tyler 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 Tyler 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 replacement 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

258769

RECORDED Sept. 16 19 96 at 2:30 p.m.
IN BOOK Sole mtgs & Leases PAGE 150
FEES $ 8.00 Mary L. Lyford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Barton

150

dollars, as attorney's fees. 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.

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

DATED this 5 day of September, 1996.

Herman Genetti
HERMAN A. GENETTI, a/k/a
HERMAN GENETTI

Imogene Genetti
IMOGENE GENETTI

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by HERMAN A. GENETTI, a/k/a HERMAN GENETTI and IMOGENE GENETTI, this 5th day of September, 1996.

Witness my hand and official seal.

Krista A. Pape
NOTARY PUBLIC

My Commission Expires:
Aug 7, 2000

KRISTA PAPE
Notary Public
County of
Sublette
State of
Wyoming
My Commission Expires
Aug. 7, 2000

STATE OF TEXAS

COUNTY OF RANDALL

The foregoing **MORTGAGE** DEED With Release Of Homestead was acknowledged before me by IMOGENE GENETTI, this 10th day of September, 1996.

Witness my hand and official seal.

Krista A. Pape
NOTARY PUBLIC

KRISTA A. POPE
NOTARY PUBLIC
State of Texas
Comm. Exp. 10-31-98

[redacted] [redacted] [redacted]

MORTGAGE DEED—FORM NO. 4—A

TUCKER'S OFFICE WORLD, SHERIDAN

MORTGAGE

THIS MORTGAGE, made this 13th day of September 19 96, between Michael B. Conklin and Michelle D. Conklin, husband and wife,

of Sublette County, Wyoming, hereinafter referred to as the "Mortgagor," and North Side State Bank of Rock Springs, Wyo., a Wyoming banking corporation, having its principal place of business at Rock Springs, 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 - - - - One hundred fifty thousand and no/100- - - - -

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

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

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

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

However, this mortgage is subject to the express condition that if the Mortgagor pays, or causes to be paid, to the Mortgagee the sum of One hundred fifty thousand and no/100- - - -

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

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

Michael B Conklin

Michelle D Conklin

THE STATE OF WYOMING
County of Sublette
ss.

INDIVIDUAL ACKNOWLEDGMENT

On this 13th day of September 19 96, before me personally appeared

Michael B. Conklin and Michelle D. Conklin, husband and wife,

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

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

My commission expires May 3, 1998

Notary Public

THE STATE OF WYOMING
County of
ss

INDIVIDUAL ACKNOWLEDGMENT

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. .....

THE STATE OF WYOMING
County of
ss.

CORPORATION ACKNOWLEDGMENT

On this ..... day of ....., 19....., before me personally appeared ..... to me personally known, who, being by me duly sworn, did say that he is the ..... of ..... and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said ..... acknowledge said instrument to be the free act and deed of said corporation.

Given under my hand and seal the date first above written

My commission expires .....

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155 Rlsd. Bk 22 Rel pg. 666 6-27-03

AFTER RECORDING MAIL TO:

ROCK SPRINGS NATIONAL BANK
333 BROADWAY PO BOX 880
ROCK SPRINGS, WY 82902-0880

LOAN NO. 40-2028-5

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 12, 1996 . The mortgagor is HOWARD R. LEEPER and BARBARA J. LEEPER, 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 One Thousand Seven Hundred Fifty Dollars and no/100 Dollars (U.S. $ 51,750.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on September 12, 2016. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications 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 OF THE JIM BRIDGER ESTATES, FIRST FILING, SUBLETTE COUNTY, WYOMING.

which has the address of 286 MERNA NO. [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.

258782

RECORDED Sept. 16 1996 4:00 PM
IN BOOK Lde mtg. PAGE 155
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

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.

LOAN NO. 40-2028-5

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:

Howard R. Leeper
HOWARD R. LEEPER (Seal) -Borrower
Social Security Number 520-66-7712

Barbara J. Leeper
BARBARA J. LEEPER (Seal) -Borrower
Social Security Number 520-66-0532

(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 September 12, 1996 (date)

by HOWARD R. LEEPER and BARBARA J. LEEPER, HUSBAND AND WIFE (person acknowledging)

My Commission expires: 06/10/00

Notary Public TAMARA A. SPANN

TAMARA A. SPANN NOTARY PUBLIC
County of Sweetwater State of Wyoming
My Commission Expires June 10, 2000

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161

AND WHEN RECORDED MAIL TO:
JOHNSTON & NELSON INC., DBA CONCORD MORTGAGE CO.
7250 NORTH 16TH STREET, SUITE 300
PHOENIX, AZ 85020

Case No.
Loan No. 15011216

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
CHARTER BANK FOR SAVINGS, FSB

all the rights, title and interest of the undersigned in and to that certain Real Estate Mortgage executed by
WAYNE E. WINGFIELD AND SUZANNE G. WINGFIELD, HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

and dated JULY 19, 1996 , to
BRANIFER FINANCIAL, LLC

a corporation organized under the laws of ARIZONA
is 9393 NORTH 90TH STREET, #102-303
SCOTTSDALE, AZ 85258 , and who's principal place of business
and recorded in Book/Volume No. 65 MTGS, page(s) 651, as Document No.
_____ County Records, State of WYOMING described hereinafter as follows:
LOT 14 OF THE BOULDER LAKE COUNTRY ESTATES, FIRST FILING, 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 31st day of JULY , 1996

JOHNSTON & NELSON INC., DBA CONCORD MORTGAGE COMPANY
AN ARIZONA CORPORATION

RHETT JOHNSTON, CEO

(ACKNOWLEDGEMENT: FOR REPRESENTATIVE)

CAPACITY

STATE OF ARIZONA
SS:
COUNTY OF MARICOPA

This INSTRUMENT was acknowledged before me on JULY 31 19 96
by RHETT JOHNSTON
as CEO
of JOHNSTON & NELSON, INC. DBA CONCORD MORTGAGE COMPANY.

Signature of notarial officer

(Seal, if any)

Title (and Rank)

My commission expires: 2-15-97

JEAN A. ALME NOTARY PUBLIC MARICOPA COUNTY, AZ

258814

RECORDED Sept. 19 1996 10:30 AM
IN BOOK 166 mtg. PAGE 161
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sapton

DDS-NM7

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

LOWELL TED ROBERTS and **JOLENE ROBERTS**, husband and wife, mortgagors, of P.O. Box 163, Big Piney, WY 83113, to secure the payment of Fifteen Thousand and NO/100 ($15,000.00) Dollars, payable in 120 equal monthly payments of $206.62 each, which include interest at the rate of 11% per annum from 9/11/96; first said monthly payment is due on or before 10/11/96 and on the 11th 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 Twenty-Two (22), Twenty-Three (23) and Twenty-Four (24), Block Forty-Five (45) of the Townsite of Marbleton, 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 replacement 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. If the property described herein is sold under foreclosure

258823

RECORDED Sept. 19 1996 3:30 p.m.
IN BOOK Lele Mtg. PAGE 1102
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sapton

Rlsd. Bk 20 Rel. pg 194 11/10/99 1602

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.

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

DATED this 11 day of September, 1996.

Lowell Ted Roberts
LOWELL TED ROBERTS

Jolene Roberts
JOLENE ROBERTS

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by LOWELL TED ROBERTS and JOLENE ROBERTS, this 17th day of September, 1996.

Witness my hand and official seal.

Shari Pape
NOTARY PUBLIC

My Commission Expires:
Aug 7, 2000

SHARI PAPE
County of
Sublette
My Commission Expires
Notary Public
State of
Wyoming
Aug. 7, 2000

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

THOMAS D. JOHNSTON and **CATHERINE A. JOHNSTON**, husband and wife, mortgagors, of P.O. Box 81, Boulder, WY 82923, to secure the payment of Twenty Eight Thousand and NO/100 ($28,000.00) Dollars, payable in 180 equal monthly payments of $318.25 each, which include interest at the rate of 11% per annum from 9/17/96; first said monthly payment is due on or before 10/17/96 and on the 17th 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-Four (74) of the Big Country Ranches Subdivision, Fourth Filing, Unit C, Sublette County, Wyoming as the same appears on the official map or plat thereof 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 as recorded 6/7/77 in Book 33 of Misc., Page 5; 6/2/78 in Book 34 of Misc., Page 165; 10/3/78 in Book 34 of Misc., Page 534 and in the instrument recorded 2/26/86 in Book 49 of Misc., Page 32 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 replacement 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

258824

RECORDED Sept. 19 1996 3:30 p
IN BOOK Sole mtg PAGE 164
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Baxter

Rlsd. Bk 20 Rel. Pg. 325

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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. 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.

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

DATED this 17 day of September, 1996.

Thomas D. Johnston
THOMAS D. JOHNSTON

Cath A Johnston
CATHERINE A. JOHNSTON

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by THOMAS D. JOHNSTON and CATHERINE A. JOHNSTON, this 17 day of September, 1996.

Witness my hand and official seal.

Shari Pape
NOTARY PUBLIC

My Commission Expires:
Aug 7, 2000

SHARI PAPE
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
Aug. 7, 2000

NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

RICKY A. WAY and **DONNA R. WAY**, husband and wife, mortgagors, of P.O. Box 978, Pinedale, WY 82941, to secure the payment of Forty Thousand and NO/100 ($40,000.00) Dollars, payable in 120 equal monthly payments of $551.00 each, which include interest at the rate of 11% per annum from 9/4/96; first said monthly payment is due on or before 10/4/96 and on the 4th 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 Twenty-Two (22) of the Tyler Subdivision, Sublette County, Wyoming, as the same appears on the official map or plat thereof filed for record in the office of the County Clerk, Sublette County, Wyoming;
> TOGETHER WITH all improvements and appurtenances thereunto appertaining;
> SUBJECT TO reservations and restrictions contained in 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 governing Tyler 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 replacement 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

258825

RECORDED Sept. 19 1996 3:30 PM
IN BOOK Ule Mtg. & L.L. PAGE 166
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Boston

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RlsdBK19Rel Pg 216 6-24 98

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. 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.

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

DATED this 4 day of September, 1996.

Ricky A. Way
RICKY A. WAY

Donna R. Way
DONNA R. WAY

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by RICKY A. WAY and DONNA R. WAY, this 6 day of Sept. 6, 1996.

Witness my hand and official seal.

Karen Sims
NOTARY PUBLIC

My Commission Expires:

My Commission Expires: 10-06-96

When Recorded Mail To:
Security First Bank
101 West 19th Street
Cheyenne, Wyoming 82001

AP#
LN#

SPACE ABOVE THIS LINE FOR RECORDER'S USE

T-13616

ASSIGNMENT OF REAL ESTATE MORTGAGE

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to

Wyoming Community Development Authority all the rights, title and interest of undersigned in and to that certain Real Estate mortgage dated August5, 1996, executed by Eric J. Sandeno and Heidi A. Sandeno, Husband and Wife as Tenants by Entirety

to Rock ~~Springs~~ Springs National Bank
333 Broadway P.O. Box 880, Rock Springs, Wy 82902, and whose address is
recorded on Aug. 7, 1996, and recorded in Book/Volume No. 65 mtg
page(s) 688, as Document No. 258287
Sublette County Records, State of Wyoming
on real estate legally described as follows:

Lot 13, Block 6 of the Redstone First Addition to the town of Pinedale, Sublette County, Wyoming

4

258829

RECORDED Sept. 20 1996 10:40AM
IN BOOK lele mtg PAGE 1108
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

16E

AP#

LN#

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.

BY SIGNING BELOW, Lender accepts and agrees to the terms and covenants contained pages 1 and 2 of this Assignment of Real Estate Mortgage.

DATED:

Security First Bank

Sam T. Summers, Vice President

Wandalee Wade, Asst Secretary

Witness:

Witness:

STATE OF WYOMING

Laramie County ss:

On August 12, 1996 before me, the undersigned, a Notary Public in and for the said County and State, personally appeared Sam t. Summers and Wandalee Wade to me personally known, who, being duly sworn by me, did say that he/she/they is/are the

Vice President and Asst Secretary

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.

JANE I.D. LESSENGER - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES 9-11-97

(Official Seal)

Notary Name: Jane ID Lessenger
Notary Public for the state of Wyoming
My commission expires: Sept. 11, 1997

KeyBank

Key Bank of Wyoming
CASPER
P.O. BOX 2450
CASPER, WY 82602-2450
307-577-3238 (Lender)

COMMERCIAL MORTGAGE

258830

RECORDED Sept. 20 1996 at 8:45 M
IN BOOK Lele mtg. PAGE 170
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

BORROWER	MORTGAGOR
PITCHFORK DEVELOPMENT COMPANY, LLC, A WYOMING LIMITED LIABILITY COMPANY PITCHFORK RANCH COMPANY	PITCHFORK DEVELOPMENT COMPANY A WYOMING LIMITED LIABILITY COMPANY
ADDRESS 16 RD 5RU MEETEETSE, WY 82433	ADDRESS 16 RD 5RU MEETEETSE, WY 82433
TELEPHONE NO.	TELEPHONE NO.
IDENTIFICATION NO. 83-0311652	IDENTIFICATION NO. 517-48-4814

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	$427,470.25	07/02/96	07/02/99	3250000814	2002045

(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.

Rlsd. Bk 20 Rel. pg. 40 7/26/99
Rel Bk 18 pg. 344 1/31/97
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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.

[redacted] [redacted] [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 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 AND ATTORNEYS' FEES. Upon default by borrower or Mortgagor under the Obligations and referral of this Mortgage to an attorney who is not a salaried employee of Lender, Mortgagor agrees to pay Lenders reasonable attorneys' fees. Additionally, Mortgagor agrees to pay all reasonable expenses incurred by Lender in foreclosing and realizing on the Property.

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 2ND day of JULY, 1996

MORTGAGOR: PITCHFORK DEVELOPMENT COMPANY
A WYOMING LIMITED LIABILITY COMPANY

By: _____
MARGOT BELDEN
MANAGER

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

STATE OF [redacted])
) ss:
COUNTY OF Park)

On this 2 day of July, 1996, before me personally appeared Margot Belden 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 2 day of July, 1996.

Carol A Ewan
Notary Public

My Commission Expires: 4/3/97

Ca... A. Ewan
... Notary Public
... State of
... Wyoming
My Com... Apr. 3, 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 _____, _____.

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 1,3,4,5,6,7,8,9 AND 10 OF THE BUFFALO HEAD SPRINGS ESTATES, PHASE II, SUBLETTE COUNTY, WYOMING.

SCHEDULE B

AFTER RECORDING RETURN TO LENDER AT ITS ADDRESS DESCRIBED ABOVE.

175

Rlsd. BK 21 Rel. pg. 227 8/16/01

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

258832

RECORDED Sept. 20 1996 10:30 AM
IN BOOK Lola mats. PAGE 175
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Carter

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE IS DATED MAY 29, 1996, between TEX LEE BOGGS, HUONG-LIEN BOGGS, GIANG HUONG NGUYEN and MY DANG NGUYEN, HUSBANDS AND WIFES, whose address is 2520 COLLEGE DR, Rock Springs, WY 82901 (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"):**

SEE LEGAL DESCRIPTION, SCHEDULE "C", ATTACHED HERETO AND MADE A PART HEREOF.

The Real Property or its address is commonly known as 353 GREEN RIVER LAKE ROAD, CORA, WY 82925.

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.

Grantor. The word "Grantor" means **TEX LEE BOGGS, HUONG-LIEN BOGGS, GIANG HUONG NGUYEN and MY DANG NGUYEN.** 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 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.

Note. The word "Note" means the promissory note or credit agreement dated May 29, 1996, **in the original principal amount of $97,560.55** 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, environmental 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, 9 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, about or from 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 on, under, about or from the Property 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, about or from 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 and hazardous substances. 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, 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. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. 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.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage, 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 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.

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 as first and prior liens 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.

False Statements. 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 false or misleading in any material respect, either now or at the time made or furnished.

Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

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.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. 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 rate provided for in the Note. 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, may be be sent by telefacsimilie, 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 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 Tex Lee Boggs
TEX LEE BOGGS

x Huong-Lien Boggs
HUONG-LIEN BOGGS

x Giang Huong Nguyen
GIANG HUONG NGUYEN

x My Dang Nguyen
MY DANG NGUYEN
By Huong-Lien Boggs, Power of Attorney

By Huong-Lien Boggs
Power of Attorney

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) **SS**
COUNTY OF _____)

On this day before me, the undersigned Notary Public, personally appeared **TEX LEE BOGGS, HUONG-LIEN BOGGS, ~~GIANG HUONG NGUYEN~~ and ~~MY DANG NGUYEN~~**, 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 29th **day of** May, 19 96.

By _____ **Residing at** R.S. Wyoming

Notary Public in and for the State of Wyoming **My commission expires** 1-28-97

County of SWEETWATER
State of Wyoming
My commission Expires 1-28-97

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[redacted] [redacted] [redacted]

FIRST AMERICAN

ALTA COMMITMENT - 1982 - WY

Commitment No.: 13411-T

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 N½NE¼ of Section 7 and the NW¼NW¼ of Section 8, Township 36 North, Range 110 West, 6th P.M., Sublette County, Wyoming, described as follows:

Commencing at an iron pipe with brass cap marking the ¼ corner between said Sections 7 and 8, thence N.51°35'30"E., 439.61 feet to a point; thence N.06°38'24"E., 418.71 feet to a point; thence N.37°55'26"W., 960.31 feet to the Point of Beginning; thence S.88°50'08"W., 2280.75 feet to the intersection with the east right-of-way line of Wyoming Highway 352; thence along said right-of-way line following a spiral curve, concave to the east, subtended by a chord of N.07°24'54"W., 120.89 feet to the point of spiral curve to circular curve; thence continuing along said right-of-way line, following a circular curve concave to the east, having a radius of 1070.92 feet for a distance of 214.24 feet, through a central angle of 11°27'44", subtended by a chord of N.01°15'24"E., 213.88 feet to the point of circular curve to spiral curve; thence continuing along said right-of-way line, following a spiral curve, concave to the east, subtended by a chord of N.15°22'00"E., 479.72 feet to a Wyoming Highway Department concrete post with brass tablet marking the point of spiral curve to tangent; thence S.82°06'22"E., 2847.10 feet to a point; thence S.61°19'03"W., 747.82 feet to the Point of Beginning.

Also described as: Tract 10 of the Marsh Creek Ranches according to the Map recorded August 25, 1994 in Book 63 of Misc., Page 307.

MODIFICATION AND EXTENSION OF PROMISSORY NOTE AND MORTGAGE

BORROWER

Cold Air Design, Inc.
a Wyoming Corporation
P.O. Box 2803
Jackson, Wy 83001

LENDER

Bank of Jackson Hole
P.O. Box 7000
990 W. Broadway
Jackson, Wy 83002

Address of Real Property: Lot 15 of the Amended Rim Ranches
Sublette County, Wyoming

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE AND MORTGAGE, dated the 10th day of September, 1996 is executed by and between Borrower and Lender identified above.

A. On July 15, 1996 , Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of Twenty Five Thousand and 00/100 ($25,000.00), which Note was secured by a mortgage ("Mortgage") executed by mortgagor for the benefit of Lender covering the real property described on Schedule A below and recorded as Document No.258078 Filing date July 24, 1996 of Book No.65 of pages 586 Sublette County, Wy. The Note and Mortgage and any other related documents are hereafter cumulatively referred to as the "Loan Documents."

B. The parties have agreed to modify and extend the maturity date of the Note, and it is necessary to provide for a similar modification and extension of the Mortgage. The parties agree as follows:

1. The maturity date of the Note is extended to December 15, 1996, at which time all outstanding sums due to Lender under the Note shall be paid in full.

2. The parties acknowledge and agree that, as of September 10, 1996, the unpaid principal balance due under the Note was $25,000.00, and the accrued and unpaid interest on that date was $44.32.

3. Mortgagor represents and warrants that Mortgagor owns the property free and clear of any liens or encumbrances other than the liens described on Schedule B Below.

4. Except as expressly modified herein, all terms and conditions of the Loan Documents shall remain in full force and effect. The parties hereby adopt, ratify and confirm these terms and conditions as modified.

5. Mortgagor agrees to execute any additional documents which may be required by Lender to carry out the intention of this Agreement. As of the date of this Agreement, there are no claims, defenses, setoffs or counterclaims of any nature which may be asserted against Lender by any of the undersigned.

258852

RECORDED Sept. 23 1996 4:20PM
IN BOOK Lele Mtg. PAGE 181
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

[redacted] [redacted] [redacted]

SCHEDULE A

LOT 15 OF THE AMENDED RIM RANCHES, SUBLETTE COUNTY, WYOMING, ACCORDING TO THAT CERTAIN AMENDED PLAT RECORDED OCTOBER 31, 1979 IN BOOK 35 MISC., PAGE 635.

SCHEDULE B

COLD AIR DESIGN, INC.

KARLA CARLSON-KINDT

CORPORATE ACKNOWLEDGMENT

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

On the 10TH day of September, 1996, before me personally came Karla Carlson-Kindt, who being by me duly sworn, did depose and say that she resides in Teton County, and that she is the President of Cold Air Design, Inc., the corporation described herein and which executed the foregoing; that she knows the seal of said corporation; that the seal affixed to the foregoing is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she signed his name thereto by like order.

WITNESS my hand and official seal.

SALITA B. TIMMERMEYER - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires June 25, 1997

Notary Public

My Commission expires: 6/25/97

COLD AIR DESIGN, INC.

GERARD M. KINDT

CORPORATE ACKNOWLEDGMENT

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

On the 10th day of September, 1996, before me personally came Gerard M. Kindt, who being by me duly sworn, did depose and say that he resides in Teton County, and that he is the Vice President of Cold Air Design, the corporation described herein and which executed the foregoing; that he knows the seal of said corporation; that the seal affixed to the foregoing is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

WITNESS my hand and official seal.

SALITA B. TIMMERMEYER - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires June 25, 1997

Notary Public

My Commission expires: 6/25/97

LENDER

CHARLES D. WEST

CORPORATE ACKNOWLEDGMENT

STATE OF WOMING)
COUNTY OF TETON)ss.

On the 10th day of September, 1996, before me personally came Charles D. West, who being by me duly sworn, did depose and say that he resides in Teton County, and that he is the Senior Vice President of Bank of Jackson Hole, the corporation described herein and which executed the foregoing; that he knows the seal of said corporation; that the seal affixed to the foregoing is such seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Witness my hand and official seal.

SALLY A. THOMPSON - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires June 25, 1997

Notary Public

My commission expires: 6/25/97

[redacted] [redacted]

258868

MORTGAGE DEED

RECORDED Sep [redacted] 19 96 M
IN BOOK 66 MTG PAGE 184
FEES $9.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

350P

ROBERT H. BEARD, FLORENCE M. BEARD AND MICHAEL R. BEARD, jointly and severally, Mortgagors, to secure the payment of ONE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS ($130,000.00) as evidenced by one Promissory Note of even date herewith, the terms and conditions of which are specifically incorporated herein, do hereby mortgage to CARROL G. TIMMINS, Mortgagee, the following described real estate, situated in the County of Sublette in the State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of said state, to-wit:

T35N, R111W Sublette County, Wyoming

Section 11: S/2S/2

Section 14: N/2, N/2S/2, EXCLUDING therefrom the W/2W/2NW/4SW/4, and the parcels of land located in the W/2 of Section 14 more particularly described in Warranty Deed recorded November 14, 1988, in Book 28 of Deeds, page 565. Consisting of 580 acres more or less.

Mortgagors agree to timely pay all taxes and assessments on said premises during the life of this Mortgage. In case the Mortgagors shall fail to pay such taxes and assessments in a timely manner, the Mortgagee may elect to deem Mortgagors in default and may elect to pay said taxes and assessments, and all sums so paid shall be added to and be considered a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

Mortgagors agree to make all payments and perform all acts as set forth in this Mortgage and the Promissory Note and Stipulation, the terms of both are incorporated into this Mortgage. Failure of the Mortgagors to timely make these payments or perform these acts shall be considered a breach and default of the terms and conditions of this Mortgage and shall give the Mortgagee the right to foreclose the real property secured by this Mortgage. Prior to commencing the foreclosure proceedings, Mortgagee shall send by certified mail written notice of the Mortgagors' default to the Mortgagors at P.O. Box 92, Daniel, Wyoming 83115. Mortgagors shall have 30 days from the mailing of this letter to cure the default and if Mortgagors fail to cure, the Mortgagee may proceed to foreclose its mortgage on the real property.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when same shall become due, or in any of the covenants or agreements hereof, then the whole indebtedness hereby secured, with the interest thereon, shall become due and payable, and the Mortgagee may proceed, pursuant to law, to foreclose on either by judicial proceedings or by advertisement as provided by Wyoming Statutes and sell said property, and out of the proceeds of such sale shall pay all sums due hereunder, together with all costs of sale and foreclosure, including a reasonable attorney's fee.

If the right of foreclosure occurs 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 thereon, 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.

All parties to this agreement acknowledge that they have previously executed a Stipulation of even date herewith, a copy

of which is attached hereto and incorporated herein, and that the terms and conditions of this Stipulation are incorporated into this Mortgage.

Time is of the essence of this Mortgage Deed, and all parties agree to act promptly, and to do and perform all acts required of them, respectively, without delay.

In the event the Mortgagee finds it necessary to retain an attorney to enforce any or all of the provisions of this Mortgage Deed, then and in that event, the Mortgagors shall pay all attorney's fees incurred in the enforcement of the provisions of this Mortgage.

The failure of the Mortgagee to promptly foreclose upon a default shall not prejudice any right of said Mortgagee to foreclose during the continuation of such default or right to foreclosure in case of further default or defaults.

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 securing shall be personally bound to pay the unpaid balance, and the Mortgagee shall be entitled to a deficiency judgment.

If the property described herein is sold by the Mortgagors, then and in that event, the entire balance due and owing under this Mortgage, principal and interest, shall become due and payable at once unless the Mortgagee and Mortgagors consent in writing, that the payments as called for pursuant to this Mortgage shall continue as originally contemplated until principal and interest are paid in full. Mortgagee will not unreasonably withhold this consent.

Mortgagors acknowledge and agree that at the date of this Mortgage, Mortgagee Carrol G. Timmins may be incompetent, and that the rights of Carrol G. Timmins as Mortgagee under this Mortgage may be enforced by his guardian, guardian ad litem, or, upon his death, by the estate of Carrol G. Timmins.

DATED this 21st day of December, 1994.

MORTGAGORS:

Robert H Beard
ROBERT H. BEARD

Florence M. Beard
FLORENCE M. BEARD

Michael R Beard
MICHAEL R. BEARD

STATE OF WYOMING)
:ss
COUNTY OF SUBLETTE)

The foregoing Mortgage Deed was acknowledged before me by ROBERT H. BEARD and FLORENCE M. BEARD, husband and wife, this 21st day of December, 1994.

WITNESS my hand and official seal.

Emma Lou Mason
Notary Public
My commission expires Apr. 2, 1995

EMMA LOU MASON - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires April 2, 1995

STATE OF WYOMING)
:ss
COUNTY OF SUBLETTE)

The foregoing Mortgage Deed was acknowledged before me by MICHAEL R. BEARD this 21st day of December, 1994.

WITNESS my hand and official seal.

Emma Lou Mason
Notary Public
My commission expires Apr. 2, 1995

EMMA LOU MASON - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires April 2, 1995

187

WYOMING

COUNTY OF **SUBLETTE**
LOAN NO: **9920364**
OTHER NO: **0031012382**
POOL NO: **0202627**

WHEN RECORDED MAIL TO:

Principal Portfolio Services, Inc.
3150 Bristol Street, Suite 250
Costa Mesa, CA 92626
Prepared By Evelia Barba

258872

RECORDED Sept. 26 1996 10:20 AM
IN BOOK Sale Mtg. PAGE 187
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

[Space Above This Line For Recorder's Use]

Assignment of Real Estate Mortgage

FOR VALUE RECEIVED, the undersigned as Beneficiary ("ASSIGNOR"), hereby grants, conveys, assigns and transfers to
MIDFIRST BANK
3232 W. RENO, OKLAHOMA CITY, OK 73107
("Assignee") all beneficial interest under that certain Mortgage dated **September 29, 1989** executed by
J. MARK NOBLE AND SUSAN G. NOBLE, HUSBAND AND WIFE
Property Address: 542 NORTH MAYBELL , PINEDALE, WY 82941
Mortgagor, to
TETON MORTGAGE COMPANY, INC.
140 SOUTH CACHE, JACKSON, WYOMING
Mortgagee, and recorded as instrument number on **September 29, 1989** in Book **51** Page **424** , of Official Records in the office of the County Clerk of **SUBLETTE** County, Wyoming, as described on said Mortgage referred to herein.

Together with the note or notes therein described or referred to, the money due and to become due thereon with interest , and all rights accrued or to accrue under said Mortgage.

RE-RECORDED OCTOBER 13, 1989, BOOK 51, PAGE 574

Dated: **9/2/96**

CITICORP MORTGAGE, INC.
12855 NORTH OUTER FORTY DRIVE, ST. LOUIS, MO 63141

By _____
ROBERT A. NEWCOMER
VICE PRESIDENT (SEAL)

STATE OF CALIFORNIA)
) SS
COUNTY OF ORANGE)

On **9/2/96**, before me, **MATT L. COX** personally appeared

ROBERT A. NEWCOMER

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

_____
NOTARY PUBLIC **MATT L. COX**
My commission expires **8/3/99**

BCT3 MATT L. COX COMM. #1067660 NOTARY PUBLIC-CALIFORNIA ORANGE COUNTY My Comm. Expires Aug 3,1999 BCT3

(This area for official notarial seal)

Prepared By: Evelia Barba, Principal PSI
3150 Bristol Street, Suite 250, Costa Mesa, CA 92626

6,335 4 1 96177121868

[redacted] [redacted] [redacted]

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

THERON LARRY THOMPSON and **BLANCA THOMPSON**, husband and wife, mortgagors, of P.O. Box 1075, Pinedale, WY 82941, to secure the payment of Thirty-Five Thousand and NO/100 ($35,000.00) Dollars, payable in 120 equal monthly payments of $482.12 each, which include interest at the rate of 11% per annum from 8/28/96; first said monthly payment is due on or before 9/28/96 and on the 28th 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 NW¼SW¼ and the SW¼SW¼ of Section 12, Township 33 North, Range 109 West of the 6th P.M., Sublette County, Wyoming described as follows:
Beginning at the northeast corner of the SW¼SW¼ of Section 12, thence S.00°08'00"W., 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.08°33'37"E., a distance of 255.48 feet;
thence N.03°38'15"E., a distance of 136.28 feet;
thence N.70°00'00"E., a distance of 394.71 feet to the center line of a road easement, being on the southwest property line 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 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 replacement 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

258876

RECORDED September 26 19 96 2:16 PM
BOOK 466 MTG. & L. PAGE 166
$8.00
SUBLETTE COUNTY, PINEDALE WYOMING
COUNTY CLERK
by Bethany A. Davis

Rlsd. BK 19 Rel. pg. 90 3/24/98

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. 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.

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

DATED this 9/11 day of SEPT, 1996.

Theron Larry Thompson
THERON LARRY THOMPSON

Blanca Thompson.
BLANCA THOMPSON

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE .)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by THERON LARRY THOMPSON and BLANCA THOMPSON, this 19th day of September, 1996.

Witness my hand and official seal.

Shari Pape
NOTARY PUBLIC

My Commission Expires:
Aug 7, 2000

SHARI PAPE
County of
Sublette
My Commission Expires

Notary Public
State of
Wyoming
Aug. 7, 2000

Loan No. 8157 SB

STATE OF WYOMING

258829

RECORDED Sept 26 1996 9:52 AM
IN BOOK 64 MTG PAGE 190
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Farm Loan Mortgage

Wyoming Farm Loan Board

THIS MORTGAGE made this 26th day of September, 1996, between

MICHAEL A. SCHAFFER AND KATHLEEN A. SCHAFFER, husband and wife of Sublette County, Wyoming

hereinafter called "MORTGAGOR" and the STATE OF WYOMING, WYOMING FARM LOAN BOARD, 122 West 25th Street, Cheyenne, Wyoming, hereinafter called "MORTGAGEE," to secure payment of the sum of

ONE HUNDRED FORTY THOUSAND & NO/100 ($140,000.00) DOLLARS,

WITNESS: MORTGAGOR for and in consideration of the sum aforesaid paid by MORTGAGEE, receipt of which MORTGAGOR acknowledges, mortgages, warrants, grants, bargains, and conveys to MORTGAGEE, its successors and assigns forever, the following described real estate:

"SEE ATTACHED LEGAL DESCRIPTION"

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

These presents are upon the express condition that if MORTGAGOR pays or causes to be paid to MORTGAGEE the principal sum of **ONE HUNDRED FORTY THOUSAND & NO/100 ($140,000.00) DOLLARS**, with interest thereon at the rate of **Eight** per cent **(8%)** per annum, according to a certain promissory note of even date herewith which is incorporated herein and made a part hereof, payable in **Twenty-nine (29)** equal installments of **TWELVE THOUSAND FOUR HUNDRED THIRTY FIVE & 84/100 ($12,435.84) DOLLARS**, on the **First** day of **December** of each year and one payment of **TWELVE THOUSAND FOUR HUNDRED THIRTY SIX & 03/100 ($12,436.03) DOLLARS**, due on **December 1, 2026**, said note being executed by MORTGAGOR, payable to MORTGAGEE at its office in Cheyenne, Wyoming, and pays all taxes, liens, judgments, and assessments on said lands, and keeps all buildings insured as hereafter provided and keeps and performs all the other terms, conditions and covenants of this mortgage, then these presents and the promissory note shall cease and be null and void, and be released at MORTGAGOR'S expense.

MORTGAGOR covenants that MORTGAGOR is lawfully seized of the premises; that MORTGAGOR has good right to sell or convey the same, and that the premises are free of any prior encumbrances. MORTGAGOR warrants the title to the premises, and releases and waives all rights under the Homestead Exemption Laws of this State.

MORTGAGOR as part of the consideration hereof, further covenants as follows:

(1) That during the existence of this mortgage the MORTGAGOR will in a proper and husbandlike manner cultivate, irrigate, and fertilize all orchards and crops now or hereafter grown on the premises, and will keep all buildings, fences, ditches, canals and other improvements on the premises in good repair and will not do or permit any waste on the premises and will not abandon them.

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

(3) That MORTGAGOR will preserve and protect all water rights and irrigation systems hereby conveyed, and will pay, when due, all assessments and charges for the irrigation and drainage of the lands hereby mortgaged.

(4) That MORTGAGOR will pay, when due, all principal and installments thereof, and the interest thereon,

as hereinbefore set forth. If default be made in payment when due of any part or installment of principal or interest, then MORTGAGOR shall pay a fee on each defaulted payment from the date the payment is due until the defaulted payment is made, at the rate provided by law at the time collection is attempted by MORTGAGEE. MORTGAGOR will also pay all taxes, liens, judgments, and assessments; and shall keep all buildings thereon insured, to MORTGAGEE'S satisfaction. The insurance shall be made payable to MORTGAGEE, as its interest may appear at the time of the loss. MORTGAGOR will pay the premiums. MORTGAGEE may pay all taxes, liens, judgments, assessments or insurance not paid by MORTGAGOR when due. When so paid, they shall become part of the mortgage debt and shall bear interest at the rate as provided by law in effect at that time of collection of default, and shall be payable out of the first moneys received by MORTGAGEE under the terms of this mortgage.

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

(6) That in the event of the sale or transfer of the real property herein described, at MORTGAGEE'S election, the entire balance of the note shall become due and payable.

(7) That further to secure the payment of the note, MORTGAGOR assigns to MORTGAGEE in whole, or at MORTGAGEE'S option, in amounts or proportionate part as MORTGAGEE may from time to time designate, all the rents, bonuses, royalties, payments, damages and delay moneys that may from time to time become due and payable on account of any oil or gas mining leases, mineral leases or any other kind of leases or rights-of-way agreements existing or that come into existence covering the above described lands. At MORTGAGEE'S option, MORTGAGOR agrees to allow payment directly to MORTGAGEE by anyone obligated to MORTGAGOR for any rents, bonuses, royalties, payments, damages, and delay moneys as hereinbefore set out. All moneys received by MORTGAGEE by reason of this assignment shall be applied: First, to the payment of all taxes, liens, judgments, assessments, insurance or other sums advanced by MORTGAGEE under the terms of this mortgage with interest thereon; Second, to the payment of matured installments with interest and statutory fees thereon; Third, to the principal remaining unpaid, provided that nothing herein shall be construed as a waiver of the priority of the lien created by this mortgage over any such lease or right-of-way agreement made after this mortgage.

(8) That MORTGAGOR, in applying for this loan, has made certain representations to MORTGAGEE as to the purposes for which the money loaned on this mortgage was borrowed. MORTGAGOR agrees that such representations are specifically referred to and made a part of this mortgage. If the whole or any portion of said loan is expended for purposes other than those specified in the original application of MORTGAGOR or if MORTGAGOR is in default with respect to any condition or covenant of this mortgage, or if MORTGAGOR abandons said land for a period of three months, or if MORTGAGEE at any time believes that said loan is not adequately secured because of any mismanagement, waste or neglect of said land, the whole of this loan shall, at MORTGAGEE'S option, become due and payable.

(9) That if MORTGAGOR defaults in the payment of the sum of money intended to be secured hereby, or any portion thereof, or of any installment or any part thereof, or any interest moneys, or any part thereof, or of any taxes, liens, judgments, assessments or insurance, or any interest thereon, then and in that event the whole of said loan shall at MORTGAGEE'S option become due and payable. It shall be lawful for MORTGAGEE to foreclose this mortgage by advertisement and sale or by action in Court, as by law provided in the cases of other mortgages, and to sell and dispose of the premises and all of the right, title, interest, benefit and equity of redemption of MORTGAGOR. Out of the moneys arising from the sale under such foreclosure, MORTGAGEE may retain the principal, interest and statutory fees thereon to the date of sale; and also any moneys expended for taxes, liens, judgments, assessments and insurance, and any cost of abstract of title or continuation thereof, and any cost of any foreclosure policy, and any interest thereon at the same rate as hereinbefore provided, from the dates of such expenditures, respectively to the date of sale, together with all costs and expenses of sale, including a reasonable attorney's fee as set out hereinbelow. The overplus, if any, shall be paid to MORTGAGOR or into Court for disbursement if MORTGAGEE so decides. If MORTGAGEE forecloses this mortgage and the sum derived from the sale of the premises is insufficient to satisfy the amount of the judgment rendered in MORTGAGEE'S favor. MORTGAGEE shall be entitled to and have a deficiency judgment against MORTGAGOR for the amount remaining due and unpaid after applying the proceeds of the sale on the debt due MORTGAGEE.

(10) That further, in the event of foreclosure of this mortgage, MORTGAGEE shall be entitled, at the commencement of such foreclosure proceedings, to the appointment of a receiver of the premises, without bond, who shall be designated by MORTGAGEE. The receiver may take possession of the premises and of any crops,

and collect the rents, profits and bonuses therefrom pending foreclosure proceedings, and until the right of redemption expires; and that such rents, profits, bonuses and proceeds of sale of crops shall be applied to the payment of the amount due under the terms of this mortgage.

(11) That in the event of commencement of foreclosure proceedings, either by advertisement and sale or by Court action, MORTGAGOR agrees to pay as a part of the mortgage debt hereby secured, all costs, fees and expenses, including an attorney's fees of ten percent (10%) of the total amount due.

(12) MORTGAGOR agrees that in the event of foreclosure of this mortgage, the purchaser or purchasers at the foreclosure sale shall be entitled to enter upon and take possession of the premises ninety-one (91) days following foreclosure sale, and that the purchaser is thereafter entitled to any rents and profits from the premises. MORTGAGOR also expressly agrees that any lessee who shall be in possession by virtue of a lease from MORTGAGEE if MORTGAGEE has purchased the premises at a foreclosure sale shall be entitled to any profits from any crops planted by lessee, and shall have access to the premises to tend and harvest any such crops which have already been planted, regardless of any statutory redemption by MORTGAGOR.

(13) The terms of this mortgage shall extend to and bind the heirs, successors and assigns of the parties hereto.

This mortgage is made to MORTGAGEE, the Wyoming Farm Loan Board, as provided under the Wyoming Farm Loan Act, approved February 22, 1921, and as amended.

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

Michael A. Schaffer
Michael A. Schaffer

Kathleen A. Schaffer
Kathleen A. Schaffer, his wife

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Michael A. Schaffer and Kathleen A. Schaffer this 26th day of SEPTEMBER, 1996.

Witness my hand and official seal.

EDWIN R. ADAMS - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires 2-28-2000

Edwin R. Adams
Title of Officer
Notary Public

My Commission Expires:

= = = = = = = = = =

STATE OF WYOMING)
) ss.
COUNTY OF _____)

RECEPTION NO. _____

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

_____
County Clerk or Register of Deeds

Photographed _____
Indexed _____
Abstracted _____
Checked _____

Fees, $ _____

BY _____
Deputy

Parcel #1:

TOWNSHIP 28 NORTH, RANGE 112 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 23: NW¼SW¼

Parcel #2:

In the Townsite of Midway, being located in Lot 9, Section 23, and NE¼NW¼ Section 26, Township 28 North, Range 112 West, 6th P.M., Sublette County, Wyoming.

All of Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 19, 20 and 21. And Lots 1 through 6 and 8 through 38, Block 12, and Lots 1 through 12 and 14 through 38, Block 13.

Parcel #3:

TOWNSHIP 28 NORTH, RANGE 112 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 23: Lots 6, 10, 11, SW¼SW¼ **EXCEPTING FROM THE SW¼SW¼** the parcel conveyed by Corrective Gift Deed recorded December 21, 1992 in Book 32 of Warranty Deeds, Page 267.

Section 26: Lots 2, 3, 4 and 10, NW¼SW¼, W½NW¼

Parcel #4:

RESURVEY TOWNSHIP 28 NORTH, RANGE 113 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Tract 48 (Original Survey N½NE¼, NE¼NW¼, SW¼NE¼ Section 27)
Tract 49 (Original Survey W½NW¼, SE¼NW¼ Section 27; NE¼NE¼ Section 28)

Parcel #5:

A tract of land located in the Southwest ¼ of the Southwest ¼ of Section 23, Township 28 North, Range 112 West of the Sixth Principle Meridian, Sublette County, Wyoming more particularly described as follows:

Beginning at an aluminum cap stamped RIO VERDE ENGR. PELS 625, located on the West section line of said Section 23, Township 28 North, Range 112 West of the Sixth Principal Meridian, from which the Southwest corner of said Section 23 bears S00°02'00"E along the West boundary of said Section 23 a distance of 355.40 feet. Thence from said Point of Beginning N00°02'00"W along the West boundary of said Section 23 a distance of 660.00 feet to a point, thence S89°28'36"E a distance of 1319.24 feet to an aluminum cap stamped RIO VERDE ENGR. PELS 625, thence S00°01'25"E along the East boundary of the Southwest ¼ of the Southwest ¼ of said Section 23 a distance of 660.00 feet to an aluminum cap stamped RIO VERDE ENGR. PELS 625, thence N89°28'36:W. a distance of 1319.12 feet more or less to the Point of Beginning.

1 S. [redacted] ST., SUITE 350
SPRI[redacted] OHIO 45502
ATTN: POST PRODUCTION

BATCH#:1
FILM#:

Project No.: 1996-44
Assignor No.: 3467707
Assignee No.:
Pool No.: 0030246
PIN/Tax ID # 258880
Investor No.:
Property Address:
15 2ND NORTH ROAD
BIG PINEY WY 83113

RECORDED Sept. 27 1996 8:30 AM
BOOK 106 mtg PAGE 194
FEE $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

This space for Recorder's Use Only

ASSIGNMENT OF MORTGAGE

For good and valuable consideration, the sufficiency of which is hereby acknowledged, ***The Prudential Home Mortgage Company, Inc., D/B/A PHMC, Inc. and P.H. Mortgage Company, Inc., A New Jersey Corporation***
whose address is: **5325 Spectrum Drive, Frederick, MD 21701**
by these presents does convey, grant, bargain, sell, assign, transfer and set over to:
Norwest Mortgage, Inc., A California Corporation
whose address is: **405 SW 5th Street, Des Moines, IA 50328**
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.
Said Mortgage is recorded in the State of **WYOMING** County of **SUBLETTE** Official records on **01/20/94** as Document No.: **244967** / / / in Book : **58** / at Page: **697** / / on Certificate No.:

Original Loan Amount: $ **56500.00** Loan Date: **01/19/94**
Original Mortgagor: **DWAYNE D. RUST AND JODY W. RUST, HUSBAND AND WIFE**

Original Mortgagee: **The Prudential Home Mortgage Company, Inc.**

IN WITNESS WHEREOF, the undersigned association by its Board of Directors has caused this instrument to be executed by its duly authorized officers.
DATE OF TRANSFER: **05/16/96**

The Prudential Home Mortgage Company, Inc., D/B/A PHMC, Inc. and P.H. Mortgage Company, Inc., A New Jersey Corporation

Witness
Verna Dyer

Witness
Shannon Dietsch

Officer:
Wetona Walchner
Vice President

Attest
Jan Votaw
Assistant Secretary

State of Ohio
County of Clark
On **05/16/96** before me, **Sharon Smith**, the undersigned, personally appeared **Wetona Walchner**, *Vice President* **of The Prudential Home Mortgage Company, Inc., D/B/A PHMC, Inc. and P.H. Mortgage Company, Inc., A New Jersey Corporation** the **Vice President** address being **5325 Spectrum Drive, Frederick, MD 21701** proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her authorized capacity and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.
WITNESS my hand and seal.

Notary Public, State of **Ohio**
Sharon Smith
My commission expires: **04/23/01**

3467707

FHLMC
1662

ber 0030246 194
ber 3467707 **State** WY **Co**

Pool Number 0030246

195

Loan Number 3467707 **State** WY **County name** SUBLETTE

LEGAL DESCRIPTION:

LOT 23 OF THE AMENDED MEADOW CANYON ESTATES, SUBLETTE COUNTY, WYOMING.

DOCX ASSIGNMENT SERVICES
Wh[redacted] Mail to:
DOCX
1 S. LIMESTONE ST., SUITE 350
SPRINGFIELD, OHIO 45502
ATTN: POST PRODUCTION

EC:
LEGAL:
BATCH#:1
FILM#:

Project No.: 1996-44
Assignor No.: 3360701
Assignee No.:
Pool No.: 0608835
PIN/Tax ID # 258881
Investor No.:
Property Address:
16 ANDREW LANE
PINEDALE WY 82941

RECORDED Sept. 27 1996 8:30A
IN BOOK Lease 6 PAGE 96
FEES $ 8.00 Mary L Lyttle COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

This space for Recorder's Use Only

ASSIGNMENT OF MORTGAGE

For good and valuable consideration, the sufficiency of which is hereby acknowledged, ***The Prudential Home Mortgage Company, Inc., D/B/A PHMC, Inc. and P.H. Mortgage Company, Inc., A New Jersey Corporation*** whose address is: **5325 Spectrum Drive, Frederick, MD 21701** by these presents does convey, grant, bargain, sell, assign, transfer and set over to: ***Norwest Mortgage, Inc., A California Corporation*** whose address is: **405 SW 5th Street, Des Moines, IA 50328** 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.

Said Mortgage is recorded in the State of **WYOMING** County of **SUBLETTE** Official records on **09/17/93** as Document No.: **102** in Book : **58** at Page: on Certificate No.:

Original Loan Amount: $ **57000.00** Loan Date: **09/13/93**
Original Mortgagor: **JOHN R. MORTENSON AND JARLATH M. MORTENSON, HUSBAND AND WIFE**

Original Mortgagee: **The Prudential Home Mortgage Company, Inc.**

IN WITNESS WHEREOF, the undersigned association by its Board of Directors has caused this instrument to be executed by its duly authorized officers.

DATE OF TRANSFER: **05/16/96**

The Prudential Home Mortgage Company, Inc., D/B/A PHMC, Inc. and P.H. Mortgage Company, Inc., A New Jersey Corporation

Witness
Verna Dyer

Witness
Shannon Dietsch

Officer:
Wetona Walchner
Vice President

Attest
Jan Votaw
Assistant Secretary

State of Ohio
County of Clark

On **05/16/96** before me, **Sharon Smith**, the undersigned, personally appeared **Wetona Walchner**, ***Vice President*** **of The Prudential Home Mortgage Company, Inc., D/B/A PHMC, Inc. and P.H. Mortgage Company, Inc., A New Jersey Corporation** the **Vice President** address being **5325 Spectrum Drive, Frederick, MD 21701** proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her authorized capacity and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and seal.

Notary Public, State of **Ohio**
Sharon Smith
My commission expires: **04/23/01**

3360701

FHLMC
224

96

Pool Number 0608835

197

Loan Number 3360701

State WY County name SUBLETTE

LEGAL DESCRIPTION:

LOT 5 OF THE VALLEY HILLS SUBDIVISION, SUBLETTE COUNTY, WYOMING.

Docu[redacted]pared by:
DOCX [redacted]NT SERVICES
When Re[illegible]ded Mail to:
DOCX
1 S. LIMESTONE ST., SUITE 350
SPRINGFIELD, OHIO 45502
ATTN: POST PRODUCTION

EC: [redacted]
LEGAL:
BATCH#: 1
FILM#:

Project No.: 1996-44
Assignor No.: 3074569
Assignee No.:
Pool No.: 0165808
PIN/Tax ID # 253882
Investor No.:
Property Address:
431 LINCOLN STREET
PINEDALE WY 82941

RECORDED Sept. 27 1996 8:30 A.M.
IN BOOK Cole Jt Mtg & Lien PAGE 198
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

This space for Recorder's Use Only

ASSIGNMENT OF MORTGAGE

For good and valuable consideration, the sufficiency of which is hereby acknowledged, ***The Prudential Home Mortgage Company, Inc., D/B/A PHMC, Inc. and P.H. Mortgage Company, Inc., A New Jersey Corporation***
whose address is: **5325 Spectrum Drive, Frederick, MD 21701**
by these presents does convey, grant, bargain, sell, assign, transfer and set over to:
Norwest Mortgage, Inc., A California Corporation
whose address is: **405 SW 5th Street, Des Moines, IA 50328**
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.
Said Mortgage is recorded in the State of **WYOMING** County of **SUBLETTE**
Official records on **04/13/92** as Document No.: **236793**
in Book : **55** at Page: **41**
on Certificate No.:

Original Loan Amount: $ 76500.00 Loan Date: 04/13/92
Original Mortgagor: **JAMES DAVID DANIEL AND MELANIE A. DANIEL, HUSBAND AND WIFE**

Original Mortgagee: **The Prudential Home Mortgage Company, Inc.**

IN WITNESS WHEREOF, the undersigned association by its Board of Directors has caused this instrument to be executed by its duly authorized officers.

DATE OF TRANSFER: **05/01/96**

The Prudential Home Mortgage Company, Inc., D/B/A PHMC, Inc. and P.H. Mortgage Company, Inc., A New Jersey Corporation

Witness
Verna Dyer

Witness
Shannon Dietsch

THE PRUDENTIAL HOME MORTGAGE CO. INC. CORPORATE SEAL 1978 NEW JERSEY

Officer:
Wetona Walchner
Vice President

Attest
Jan Votaw
Assistant Secretary

State of Ohio
County of Clark
On **05/01/96** before me, **Sharon Smith**, the undersigned, personally appeared **Wetona Walchner**
of **The Prudential Home Mortgage Company, Inc., D/B/A PHMC, Inc. and P.H. Mortgage Company, Inc., A New Jersey Corporation**
the **Vice President** address being **5325 Spectrum Drive, Frederick, MD 21701**
proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her authorized capacity and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.
WITNESS my hand and seal.

Notary Public, State of **Ohio**
Sharon Smith
My commission expires: **04/23/01**

NOTARIAL SEAL STATE OF OHIO

3074569

FNMA
1934

Pool Number 0165808

199

Loan Number 3074569

State WY County name SUBLETTE

LEGAL DESCRIPTION:

LOT 3, BLOCK 4, RESTONE FIRST ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING

Document Prepared by:
DOCX [redacted] T SERVICES
When [redacted] Mail to:
DOCX
1 S. LIMESTONE ST., SUITE 350
SPRINGFIELD, OHIO 45502
ATTN: POST PRODUCTION

EC: [redacted]
LEGAL:
BATCH#: 1
FILM#:

Project No.: 1996-44
Assignor No.: 3363062
Assignee No.:
Pool No.: 0248211
PIN/Tax ID #
Investor No.: 258883
Property Address:
516 MOOSE STREET
PINEDALE WY 82941

RECORDED Sept. 27 1996 8:30AM
IN BOOK Volume 6 of PAGE 200
FEES $8.00 Mary L. Lee COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Gordon

This space for Recorder's Use Only

ASSIGNMENT OF MORTGAGE

For good and valuable consideration, the sufficiency of which is hereby acknowledged, ***The Prudential Home Mortgage Company, Inc., D/B/A PHMC, Inc. and P.H. Mortgage Company, Inc., A New Jersey Corporation***
whose address is: **5325 Spectrum Drive, Frederick, MD 21701**
by these presents does convey, grant, bargain, sell, assign, transfer and set over to:
Norwest Mortgage, Inc., A California Corporation
whose address is: **405 SW 5th Street, Des Moines, IA 50328**
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.
Said Mortgage is recorded in the State of **WYOMING**
SUBLETTE County of
Official records on **10/01/93** / / /
243422 / as Document No.:
in Book : **58** /
198 / at Page:
on Certificate No.:

Original Loan Amount: $ 98000.00 Loan Date: 09/27/93
Original Mortgagor: **PAUL D. STEVENS AND NANCY O. STEVENS, HUSBAND AND WIFE**

Original Mortgagee: **The Prudential Home Mortgage Company, Inc.**

IN WITNESS WHEREOF, the undersigned association by its Board of Directors has caused this instrument to be executed by its duly authorized officers.

DATE OF TRANSFER: **05/01/96**

The Prudential Home Mortgage Company, Inc., D/B/A PHMC, Inc. and P.H. Mortgage Company, Inc., A New Jersey Corporation

Witness
Verna Dyer

Witness
Shannon Dietsch

THE PRUDENTIAL HOME MORTGAGE CO INC CORPORATE SEAL 1978 NEW JERSEY

Officer:
Wetona Walchner
Vice President

Attest
Jan Votaw
Assistant Secretary

State of Ohio
County of Clark
On **05/01/96** before me, **Sharon Smith**, the undersigned, personally appeared
Wetona Walchner *Vice President*
of The Prudential Home Mortgage Company, Inc., D/B/A PHMC, Inc. and P.H. Mortgage Company, Inc., A New Jersey Corporation
the **Vice President** address being **5325 Spectrum Drive, Frederick, MD 21701**
proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her authorized capacity and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.
WITNESS my hand and seal.

Notary Public, State of **Ohio**
Sharon Smith
My commission expires: **04/23/01**

NOTARIAL SEAL STATE OF OHIO

3363062

FNMA
7075

200

Pool Number 0248211

Loan Number 3363062

State WY County name SUBLETTE

LEGAL DESCRIPTION:

LOTS 14 AND 15, AND THE WEST FIFTEEN (15), FEET OF LOT 16 IN PINE CREEK SUBDIVISION, AS THE SAME APPEARS ON THE PLAT AND MAP THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY CLERK, SUBLETTE COUNTY, WYOMING.

Document Prepared by:
DOCX [redacted] 'T SERVICES
When [redacted] Mail to:
DOCX
1 S. LIMESTONE ST., SUITE 350
SPRINGFIELD, OHIO 45502
ATTN: POST PRODUCTION

EC: [redacted]
LEGAL:
BATCH#: 1
FILM#:

Project No.: 1996-44
Assignor No.: 3505769
Assignee No.:
Pool No.: 0297731
PIN/Tax ID #: 258884
Investor No.:
Property Address:
5 FAIRWAY LOOP
PINEDALE WY 82941

RECORDED Sept. 27 1994 8:30 AM
Lele mtg. PAGE 202
8.00 Mary L. Lee COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sacton

This space for Recorder's Use Only

ASSIGNMENT OF MORTGAGE

For good and valuable consideration, the sufficiency of which is hereby acknowledged, ***The Prudential Home Mortgage Company, Inc., D/B/A PHMC, Inc. and P.H. Mortgage Company, Inc., A New Jersey Corporation***
whose address is: **5325 Spectrum Drive, Frederick, MD 21701**
by these presents does convey, grant, bargain, sell, assign, transfer and set over to:
Norwest Mortgage, Inc., A California Corporation
whose address is: **405 SW 5th Street, Des Moines, IA 50328**
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.
Said Mortgage is recorded in the State of **WYOMING**
SUBLETTE County of
248592 / Official records on **09/21/94** / / / as Document No.:
458 / in Book : **60** / at Page:
on Certificate No.:

Original Loan Amount: $ 151200.00 Loan Date: 09/20/94
Original Mortgagor: **DEBORAH JANE VICKREY AND MICHAEL D. VICKREY, WIFE AND HUSBAND**

Original Mortgagee: **The Prudential Home Mortgage Company, Inc.**

IN WITNESS WHEREOF, the undersigned association by its Board of Directors has caused this instrument to be executed by its duly authorized officers.
DATE OF TRANSFER: **05/01/96**

The Prudential Home Mortgage Company, Inc., D/B/A PHMC, Inc. and P.H. Mortgage Company, Inc., A New Jersey Corporation

Witness
Verna Dyer

Witness
Shannon Dietsch

THE PRUDENTIAL HOME MORTGAGE CO INC CORPORATE SEAL 1978 NEW JERSEY

Officer:
Wetona Walchner
Vice President

Attest
Jan Votaw
Assistant Secretary

State of Ohio
County of Clark
On **05/01/96** before me, **Sharon Smith**, the undersigned, personally appeared **Wetona Walchner**
of **The Prudential Home Mortgage Company, Inc., D/B/A PHMC, Inc. and P.H. Mortgage Company, Inc., A New Jersey Corporation**
the **Vice President** address being **5325 Spectrum Drive, Frederick, MD 21701**
proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her authorized capacity and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.
WITNESS my hand and seal.

Notary Public, State of **Ohio**
Sharon Smith
My commission expires: **04/23/01**

NOTARIAL SEAL STATE OF OHIO

3505769

FNMA
9261

Pool Number 0297731

Loan Number 3505769

203

State WY County name SUBLETTE

LEGAL DESCRIPTION:

LOT NUMBERED ONE (1) OF THE WILLOW LOT DIVISION LOCATED IN THE SW 1/4 SW 1/4, SECTION 4, TOWNSHIP 33 NORTH, RANGE 109 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING.

Document Prepared by:
DOCX [redacted] T SERVICES
When [redacted] Mail to:
DOCX
1 S. LIMESTONE ST., SUITE 350
SPRINGFIELD, OHIO 45502
ATTN: POST PRODUCTION

EC: [redacted]
LEGAL:
BATCH#: 1
FILM#:

Project No.: 1996-44
Assignor No.: 4487324
Assignee No.:
Pool No.: 0336064
PIN/Tax ID #
Investor No.: 258885
Property Address:
71 LITTLE MOUNTAIN ROAD
DANIEL WY 83115

RECORDED Sept. 27 1996 8:30AM
BOOK 160 mtg PAGE 204
FEE $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Barton

This space for Recorder's Use Only

ASSIGNMENT OF MORTGAGE

For good and valuable consideration, the sufficiency of which is hereby acknowledged, ***The Prudential Home Mortgage Company, Inc., D/B/A PHMC, Inc. and P.H. Mortgage Company, Inc., A New Jersey Corporation***
whose address is: **5325 Spectrum Drive, Frederick, MD 21701**
by these presents does convey, grant, bargain, sell, assign, transfer and set over to:
Norwest Mortgage, Inc., A California Corporation
whose address is: **405 SW 5th Street, Des Moines, IA 50328**
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.
Said Mortgage is recorded in the State of **WYOMING**
SUBLETTE County of
Official records on **12/27/95**
255349 as Document No.:
in Book : 163 at Page: 585
on Certificate No.:

Original Loan Amount: $ 92000.00 Loan Date: 12/14/95
Original Mortgagor: **GERALD T. WOLFE AND REBECCA WOLFE, HUSBAND AND WIFE, JOHN T. CALAVERNE JR.,AN UNMARRIED MAN AND OTTO KAINTZ, AN UNMARRIED MAN**
Original Mortgagee: **The Prudential Home Mortgage Company, Inc.**

IN WITNESS WHEREOF, the undersigned association by its Board of Directors has caused this instrument to be executed by its duly authorized officers.

DATE OF TRANSFER: **05/01/96**

The Prudential Home Mortgage Company, Inc., D/B/A PHMC, Inc. and P.H. Mortgage Company, Inc., A New Jersey Corporation

Witness
Verna Dyer

Witness
Shannon Dietsch

THE PRUDENTIAL HOME MORTGAGE CO. INC. CORPORATE SEAL 1978 NEW JERSEY

Officer:
Wetona Walchner
Vice President

Attest
Jan Votaw
Assistant Secretary

State of Ohio
County of Clark
On **05/01/96** before me, **Sharon Smith**
Wetona Walchner, the undersigned, personally appeared
of **The Prudential Home Mortgage Company, Inc., D/B/A PHMC, Inc. and P.H. Mortgage Company, Inc., A New Jersey Corporation**
Vice President
the **Vice President** address being **5325 Spectrum Drive, Frederick, MD 21701**
proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her authorized capacity and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.
WITNESS my hand and seal.

Notary Public, State of **Ohio**
Sharon Smith
My commission expires: **04/23/01**

NOTARIAL SEAL STATE OF OHIO

4487324

FNMA
10892

204

Pool Number 0336064 305

Loan Number 4487324 State WY County name SUBLETTE

LEGAL DESCRIPTION:

TRACT 21, REDSTONE WARREN BRIDGE SUBDIVISION, SUBLETTE COUNTY, WYOMING.

[redacted] [redacted] [redacted]

[Space Above This Line For Recording Data]

LOAN NUMBER: 8745226
120
390112094

ORIGINAL

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 27TH, 1996. The mortgagor is DAVID A BELFORD, SUSAN K BELFORD ("Borrower"). This Security Instrument is given to PHH MORTGAGE SERVICES CORPORATION, which is organized and existing under the laws of NEW JERSEY, and whose address is 6000 ATRIUM WAY MT. LAUREL NEW JERSEY 08054 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED THIRTY FOUR THOUSAND AND 00/100 Dollars (U.S. $134,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on OCTOBER 01ST 2016 and for interest at the yearly rate of 8.00000 percent at Lender's address shown above. 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:

BEING MORE PARTICULARLY DESCRIBED ACCORDING TO A LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

BEING COMMONLY KNOWN AS 15 CB LANE

BEING THE SAME PREMISES CONVEYED TO THE MORTGAGORS HEREIN BY DEED BEING RECORDED SIMULTANEOUSLY HEREWITH; THIS BEING A PURCHASE MONEY MORTGAGE GIVEN TO SECURE THE PURCHASE PRICE OF THE ABOVE DESCRIBED PREMISES.

PREPARED BY:
NANCY E. DAVIS

258893

RECORDED Sept. 27 1996 11:35 AM
IN BOOK Lele Mtg. PAGE 206
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

which has the address of 15 CB LANE, PINEDALE, Wyoming 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 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.

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.

Rlsd. Bk 22 Rel. pg 648 6-19-03 JCL

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.

[redacted] [redacted] [redacted]

6. Occupancy, Preservation, Maintenance and [redacted]ion of the Property; Borrower's L[redacted]ication; Leasehol[redacted]ower shall occupy, establish, and use [redacted]rty 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.

[redacted] [redacted] [redacted]

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 A Belford
DAVID A BELFORD (Seal) -Borrower

Susan K Belford
SUSAN K BELFORD (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

[Space Below This Line For Acknowledgement]

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

The foregoing instrument was acknowledged before me this SEPTEMBER 27TH, 1996 BY DAVID A BELFORD AND SUSAN K BELFORD .

My Commission expires:

KAREN E. OLSEN - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires: 5/20/2000

Karen E. Olsen
Notary Public

EXHIBIT "A"

LOT 13 OF THE RENDEZVOUS SUBDIVISION, SUBLETTE COUNTY, WYOMING.

MORTGAGE DEED—FORM NO. 4-A

THE HILL COMPANY, SHERIDAN 142484

[redacted] [redacted] [redacted]

MORTGAGE

THIS MORTGAGE, made this 27th **day of** September, **19** 96, **between**
Bradford L. Schroeder,

of Sweetwater **County, Wyoming, hereinafter referred to as the "Mortgagor," and**
Theodore D. and Pamela A. Mason,

of Cochise **County,** Arizona, **hereinafter referred to as the "Mortgagee."**

The Mortgagor, for and in consideration of the sum of Ten Dollars and other good and valuable consideration

($ 10.00) **Dollars, lawful money of the United States, paid to the Mortgagor by the Mortgagee, the receipt of which is hereby confessed and acknowledged, does hereby grant, bargain, sell and convey to the Mortgagee forever, the following described real and personal property situate in** Sublette **County, Wyoming:**

TOWNSHIP 27 NORTH, RANGE 115 WEST OF THE 6TH P.M.,
SUBLETTE COUNTY, WYOMING
Section 11: W1/2SW1/4SE1/4

258899

RECORDED Sept. 27 19 96 4:20p
IN BOOK Lele Mts PAGE 212
FEES $ 10.00 M. L. Lee COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

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

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

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

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

Theodore D. and Pamela A. Mason
18 Freihage NE
Sierra Vista, AZ 85635

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 sixteen thousand and no/100---------- ($ 16,000.00) Dollars, together with interest thereon at the rate of ten per cent (10 %) per annum from September 27, 1996, until paid, according to the conditions of a promissory note, dated September 27, 1996, the ultimate maturity date of which is September 15, 2001, which promissory note was executed and delivered by

Bradford Schroeder
820 Reynolds Street
Green River, WY 82935

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 n.a. ($) Dollars for the term of this mortgage, and will pay when due all premiums on such insurance. All insurance shall be carried in responsible insurance companies and the policies and renewals thereof shall have attached thereto loss payable clauses in favor of the Mortgagee. The insurance proceeds, or any part thereof, may, at the option of the Mortgagee, be applied either to the reduction of the indebtedness hereby secured or paid to the Mortgagor.

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

6. If the Mortgagor defaults in the payment of the indebtedness hereby secured, or of any part or installment of principal or interest, for a period of thirty (30) days after the same shall become due and payable, or if the Mortgagor removes or attempts to remove any of said improvements or personal property contrary to the provisions of this mortgage, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, both principal and interest, together with all other sums payable pursuant to the provisions hereof, shall, at the option of the Mortgagee, become immediately due and payable, anything herein or in said note to the contrary notwithstanding, and failure to exercise said option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. The Mortgagee may enforce the provisions of, or foreclose, this mortgage by any appropriate suit, action or proceeding at law or in equity, and cause to be executed and delivered to the purchaser or purchasers at any foreclosure sale a proper deed of conveyance of the property so sold. The Mortgagor agrees to pay all costs of enforcement or foreclosure, including a reasonable attorney fee. The failure of the Mortgagee to promptly foreclose upon a default shall not prejudice any right of said Mortgagee to foreclose thereafter during the continuance of such default or right to foreclose in case of further default or defaults. The net proceeds from such sale shall be applied to the payment of (1st) the costs and expenses of the foreclosure and sale, including a reasonable attorney fee, and all moneys expended or advanced by the Mortgagee pursuant to the provisions of this mortgage; (2nd) all unpaid taxes, assessments, claims and liens on said property, which are superior to the lien hereof; (3rd) the balance due Mortgagee on account of principal and interest on the indebtedness hereby secured; and the surplus, if any, shall be paid to the Mortgagor.

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

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

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

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

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

Bradford L. Schroeder

THE STATE OF WYOMING } INDIVIDUAL ACKNOWLEDGMENT
County of Sublette } ss.

On this 27 day of September, 1996, before me personally appeared

Bradford L. Schroeder

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: 5/20/2000

ROGER E. OLSEN - NOTARY PUBLIC
County of Sublette
My Commission Expires 5/20/2000

Notary Public

THE STATE OF WYOMING } INDIVIDUAL ACKNOWLEDGMENT
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:

THE STATE OF WYOMING } CORPORATION ACKNOWLEDGMENT
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:

215 Released BK 18 Pg 631

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

ROBERT BARROWS, a single man, mortgagor, of 3071 S. Birch Street, Denver, CO 80222, to secure the payment of Twenty-Five Thousand and NO/100 ($25,000.00) Dollars, payable in 120 equal monthly payments of $344.38 each, which include interest at the rate of 11% per annum from 9/27/96; first said monthly payment is due on or before 10/27/96 and on the 27th 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:

> Tract Twenty-Six (26) of the Redstone Upper Green 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.

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 replacement 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. 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

258901

RECORDED Sept. 27 96 4:25p
IN BOOK Lele Mtg 25
FEES $ 8.00
SUBLETTE COUNTY CLERK
COUNTY, PINEDALE WYOMING
By Cathy Barton

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

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

DATED this 27 day of Sept, 1996.

ROBERT BARROWS

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by ROBERT BARROWS, this 27 day of September, 1996.

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires:

SHARI PAPE
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
Aug. 7, 2000

216

217 Rlsd. Bk 18 Pg 452 5/5/97

AFTER RECORDING MAIL TO:

ROCK SPRINGS NATIONAL BANK
333 BROADWAY PO BOX 880
ROCK SPRINGS, WY 82902-0880

258903

RECORDED Sept. 27 1996 4:50 P
IN BOOK Ble Mtg PAGE 217
FEES $ 16.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

LOAN NO. 40-2033-5

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 27, 1996 . The mortgagor is TOM E. HARPER and JUDY L. HARPER, HUSBAND AND WIFE

This Security Instrument is given to ROCK SPRINGS NATIONAL BANK, ("Borrower").

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 Forty Five Thousand Dollars 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 September 27, 2016 This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications 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 LOCATED IN THE NW/4SE/4 OF SECTON 27, TOWNSHIP 34 NORTH, RANGE 109 WEST, 6TH P.M., SUBLETTE COUNTY, WYOMING. AND BEING MOR PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS N.00°26'W., 402.3 FEET FROM THE SE CORNER OF THE NW/4SE/4 SECTION 27, TOWNSHIP 34 NORTH, RANGE 109 WEST OF THE 6TH P.M., THENCE N.00°26'W., 260.6 FEET TO A POINT; THENCE S.71°44'W., 327.8 FEET TO A POINT; THENCE 2. 63°16'E., 350.8 FEET TO THE POINT OF BEGINNING.

which has the address of 8 BLM ROAD [Street], PINEDALE [City]
Wyoming 82941 [Zip Code] ("Property Address");

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

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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.

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:

Tom E Harper
TOM E. HARPER (Seal) -Borrower

Social Security Number 423-56-5319

Judy L. Harper
JUDY L. HARPER (Seal) -Borrower

Social Security Number 520-46-8066

(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 September 27, 1996 (date)

by TOM E. HARPER and JUDY L. HARPER, HUSBAND AND WIFE (person acknowledging)

My Commission expires: 06/10/00

Tamara A. Spann
Notary Public TAMARA A. SPANN

TAMARA A. SPANN NOTARY PUBLIC
County of Sweetwater
State of Wyoming
My Commission Expires June 10, 2000

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Misc. Bk. 32 pg. 682 10/28/13

JILL MARIE ELLEN SHEEHAN 109 EAST SOUTH TEMPLE #2A SALT LAKE CITY, UT 84111 SOCIAL SECURITY NUMBER : 477-66-6083 **DEBTOR'S NAME, ADDRESS AND SSN OR TIN** ("I" means each Debtor who signs.)	ROCK SPRINGS NATIONAL BANK 333 BROADWAY PO BOX 880 ROCK SPRINGS, WY 82902-0880 **SECURED PARTY'S NAME AND ADDRESS** ("You" means the Secured Party, its successors and assigns.)

I am entering into this security agreement with you on SEPTEMBER 27, 1996 (date).

SECURED DEBTS. I agree that this security agreement will secure the payment and performance of the debts, liabilities or obligations described below that (Check one) ☒ I ☐ (name) _____ _____ owe(s) to you now or in the future:

(Check one below):

☒ **Specific Debt(s).** The debt(s), liability or obligations evidenced by (describe): A PROMISSORY NOTE AND MORTGAGE DATED SEPTEMBER 27, 1996 IN THE AMOUNT OF $64,000.00 and all extensions, renewals, refinancings, modifications and replacements of the debt, liability or obligation.

☐ **All Debt(s).** Except in those cases listed in the "LIMITATIONS" paragraph on page 2, each and every debt, liability and obligation of every type and description (whether such debt, liability or obligation now exists or is incurred or created in the future and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several or joint and several).

Security Interest. To secure the payment and performance of the above described Secured Debts, liabilities and obligations, I give you a security interest in all of the property described below that I now own and that I may own in the future (including, but not limited to, all parts, accessories, repairs, improvements, and accessions to the property), wherever the property is or may be located, and all proceeds and products from the property.

☐ **Inventory:** All inventory which I hold for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in my business.

☐ **Equipment:** All equipment including, but not limited to, all machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, and parts and tools. All equipment described in a list or schedule which I give to you will also be included in the secured property, but such a list is not necessary for a valid security interest in my equipment.

☐ **Farm Products:** All farm products including, but not limited to:
(a) all poultry and livestock and their young, along with their products, produce and replacements;
(b) all crops, annual or perennial, and all products of the crops; and
(c) all feed, seed, fertilizer, medicines, and other supplies used or produced in my farming operations.

☐ **Accounts, Instruments, Documents, Chattel Paper and Other Rights to Payment:** All rights I have now and that I may have in the future to the payment of money including, but not limited to:
(a) payment for goods and other property sold or leased or for services rendered, whether or not I have earned such payment by performance; and
(b) rights to payment arising out of all present and future debt instruments, chattel paper and loans and obligations receivable.
The above include any rights and interests (including all liens and security interests) which I may have by law or agreement against any account debtor or obligor of mine.

☐ **General Intangibles:** All general intangibles including, but not limited to, tax refunds, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, and the right to use my name.

☐ **Government Payments and Programs:** All payments, accounts, general intangibles, or other benefits (including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance payments, diversion payments, and conservation reserve payments) in which I now have and in the future may have any rights or interest and which arise under or as a result of any preexisting, current or future Federal or state governmental program (including, but not limited to, all programs administered by the Commodity Credit Corporation and the ASCS).

☒ **The secured property includes, but is not limited by, the following:**

If this agreement covers timber to be cut, minerals (including oil and gas), fixtures or crops growing or to be grown, the legal description is:
THE SUMMER HOME RESIDENCE AND ALL OTHER IMPROVEMENTS SITUATE UPON THE NATIONAL FOREST LAND, LEGALLY DESCRIBED AS "LOT 25 OF THE SYLVAN BAY SUMMER HOME AREA, BRIDGER-TETON NATIONAL FOREST, LOCATED IN SECTION 32, TOWNSHIP 35 NORTH, RANGE 108 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING," WHICH RESIDENCE AND IMPROVEMENTS ARE OR MAY BE LEGALLY CHARACTERIZED TO BE PERSONAL PROPERTY UNDER THE TERMS OF THAT CERTAIN TERM SPECIAL-USE PERMIT NO. 6134/01, DATED SEPTEMBER 27, 1996 ISSUED TO THE DEBTOR BY THE U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE, COVERING THE ABOVE-DESCRIBED LANDS.

I am a(n) ☒ individual ☐ partnership ☐ corporation ☐ _____

☐ If checked, file this agreement in the real estate records.
Record Owner (if not me): _____

The property will be used for ☒ personal ☐ business ☐ agricultural ☐ _____ reasons.

I AGREE TO THE TERMS SET OUT ON PAGES 1 AND 2 OF THIS AGREEMENT. I have received a copy of this document on today's date.

JILL MARIE ELLEN SHEEHAN
(Debtor's Name)

By: Jill Marie Ellen Sheehan
JILL MARIE ELLEN SHEEHAN

ROCK SPRINGS NATIONAL BANK
(Secured Party's Name)

By: Judy Harper
JUDY HARPER

Title: MORTGAGE LOAN OFFICER

Title: 258907

RECORDED Sept. 27 1996 M
IN BOOK Lease mtg PAGE 223
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

Title:

By: _____

Title: _____

©1986, 1990 BANKERS SYSTEMS, INC., ST. CLOUD, MN (1-800-397-2341) SECURITY AGREEMENT FORM SA-WY 6/26/91

GENERALLY - "You" means the Secured Party identified on page 1 of this agreement. "I," "me" and "my" means each person who signs this security agreement as Debtor and who agrees to give the property described in this agreement as security for the Secured Debts. All terms and duties under this agreement are joint and individual. No modification of this security agreement is effective unless made in writing and signed by you and me. This security agreement remains in effect, even if the note is paid and I owe no other debt to you, until discharged in writing. Time is of the essence in this agreement.

APPLICABLE LAW - I agree that this security agreement will be governed by the law of Wyoming. If property described in this agreement is located in another state, this agreement may also, in some circumstances, be governed by the law of the state in which the property is located.

To the extent permitted by law, the terms of this agreement may vary applicable law. If any provision of applicable law may not be varied by agreement, any provision of this agreement that does not comply with that law will not be effective. If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement.

OWNERSHIP AND DUTIES TOWARD PROPERTY - I represent that I own all of the property, or to the extent this is a purchase money security interest I will acquire ownership of the property with the proceeds of the loan. I will defend it against any other claim. Your claim to the property is ahead of the claims of any other creditor. I agree to do whatever you require to protect your security interest and to keep your claim in the property ahead of the claims of other creditors. I will not do anything to harm your position.

I will keep complete and accurate books, records and accounts about the property and my business in general. I will let you examine these records at any reasonable time. I will prepare any report or accounting you request, which deals with the property, or my business of financial condition.

I will keep the property in my possession and will keep it in good repair and use it only for the purpose(s) described on page 1 of this agreement. I will not change this specified use without your express written permission. I represent that I am the original owner of the property and, if I am not, that I have provided you with a list of prior owners of the property.

I will keep the property at my address listed on page 1 of this agreement, unless we agree I may keep it at another location. If the property is to be used in another state, I will give you a list of those states. I will not try to sell the property unless it is inventory or I receive your written permission to do so. If I sell the property I will have the payment made payable to the order of you and me.

You may demand immediate payment of the debt(s) if the debtor is not a natural person and without your prior written consent (1) a beneficial interest in the debtor is sold or transferred or (2) there is a change in either the identity or number of members of a partnership or (3) there is a change in ownership of more than 25 percent of the voting stock of a corporation.

I will pay all taxes and charges on the property as they become due. You have the right of reasonable access in order to inspect the property. I will immediately inform you of any loss or damage to the property.

LIMITATIONS - This agreement will not secure a debt described in the section entitled "Secured Debts" on page 1:

1) if you fail to make any disclosure of the existence of this security interest required by law for such other debt;
2) if this security interest is in my principal dwelling and you fail to provide (to all persons entitled) any notice of right of rescission required by law for such other debt;
3) to the extent that this security interest is in "household goods" and the other debt to be secured is a "consumer" loan (as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices);
4) if this security interest is in margin stock subject to the requirements of 12 C.F.R. Section 207 or 221 and you do not obtain a statement of purpose if required under these regulations with respect to that debt; or
5) if this security interest is unenforceable by law with respect to that debt.

PURCHASE MONEY SECURITY INTEREST - For the sole purpose of determining the extent of a purchase money security interest arising under this security agreement: (a) payments on any non-purchase money loan also secured by this agreement will not be deemed to apply to the purchase money loan, and (b) payments on the purchase money loan will be deemed to apply first to the non-purchase money portion of the loan, if any, and then to the purchase money obligations in the order in which the items of collateral were acquired or if acquired at the same time, in the order selected by you. No security interest will be terminated by application of this formula. "Purchase money loan" means any loan the proceeds of which, in whole or in part, are used to acquire any collateral securing the loan and all extensions, renewals, consolidations and refinancings of such loan.

AUTHORITY OF SECURED PARTY TO MAKE ADVANCES AND PERFORM FOR DEBTOR - I agree to pay you on demand any sums you advanced on my behalf including, but not limited to, expenses incurred in collecting, insuring, conserving, or protecting the property or in any inventories, audits, inspections or other examinations by you in respect to the property. If I fail to pay such sums, you may do so for me, adding the amount paid to the other amounts secured by this agreement. All such sums will be due on demand and will bear interest at the highest rate provided in any agreement, note or other instrument evidencing the Secured Debt(s) and permitted by law at the time of the advance.

If I fail to perform any of my duties under this security agreement, or any mortgage, deed of trust, lien or other security interest, you may without notice to me perform the duties or cause them to be performed. I understand that this authorization includes, but is not limited to, permission to: (1) prepare, file, and sign my name to any necessary reports or accountings; (2) notify any account debtor of your interest in this property and tell the account debtor to make the payments to you or someone else you name, rather than me; (3) place on any chattel paper a note indicating your interest in the property; (4) in my name, demand, collect, receive and give a receipt for, compromise, settle, and handle any suits or other proceedings involving the collateral; (5) take any action you feel is necessary in order to realize on the collateral, including performing any part of a contract or endorsing it in my name; and (6) make an entry on my books and records showing the existence of the security agreement. Your right to perform for me shall not create an obligation to perform and your failure to perform will not preclude you from exercising any of your other rights under the law or this security agreement.

INSURANCE - I agree to buy insurance on the property against the risks and for the amounts you require and to furnish you continuing proof of coverage. I will have the insurance company name you as loss payee on any such policy. You may require added security if you agree that insurance proceeds may be used to repair or replace the property. I will buy insurance from a firm licensed to do business in the state where you are located. The firm will be reasonably acceptable to you. The insurance will last until the property is released from this agreement. If I fail to buy or maintain the insurance (or fail to name you as loss payee) you may purchase it yourself.

WARRANTIES AND REPRESENTATIONS - If this agreement includes accounts, I will not settle any account for less than its full value without your written permission. I will collect all accounts until you tell me otherwise. I will keep the proceeds from all the accounts and any goods which are returned to me or which I take back in trust for you. I will not mix them with any other property of mine. I will deliver them to you at your request. If you ask me to pay you the full price on any returned items or items retaken by myself, I will do so.

If this agreement covers inventory, I will not dispose of it except in my ordinary course of business at the fair market value for the property, or at a minimum price established between you and me.

If this agreement covers farm products I will provide you, at your request, a written list of the buyers, commission merchants or selling agents to or through whom I may sell my farm products. In addition to those parties named on this written list, I authorize you to notify at your sole discretion any additional parties regarding your security interest in my farm products. I remain subject to all applicable penalties for selling my farm products in violation of my agreement with you and the Food Security Act. In this paragraph the terms farm products, buyers, commission merchants and selling agents have the meanings given to them in the Federal Food Security Act of 1985.

DEFAULT - I will be in default if any one or more of the following occur: (1) I fail to make a payment on time or in the amount due; (2) I fail to keep the property insured, if required; (3) I fail to pay, or keep any promise, on any debt or agreement I have with you; (4) any other creditor of mine attempts to collect any debt I owe him through court proceedings; (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due); (6) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided; (7) I do or fail to do something which causes you to believe that you will have difficulty collecting the amount I owe you; (8) I change my name or assume an additional name without first notifying you before making such a change; (9) failure to plant, cultivate and harvest crops in due season; (10) if any loan proceeds are 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 C.F.R. Part 1940, Subpart G, Exhibit M.

REMEDIES - If I am in default on this agreement, you have the following remedies:

1) You may demand immediate payment of all I owe you under any obligation secured by this agreement.
2) You may set off any obligation I have to you against any right I have to the payment of money from you.
3) You may demand more security or new parties obligated to pay any debt I owe you as a condition of giving up any other remedy.
4) You may make use of any remedy you have under state or federal law.
5) If I default by failing to pay taxes or other charges, you may pay them (but you are not required to do so). If you do, I will repay to you the amount you paid plus interest at the highest contract rate.
6) You may require me to gather the property and make it available to you in a reasonable fashion.
7) You may repossess the property and sell it as provided by law. You may repossess the property so long as the repossession does not involve a breach of the peace or an illegal entry onto my property. You may sell the property as provided by law. You may apply what you receive from the sale of the property to: your expenses; your reasonable attorneys' fees and legal expenses (where not prohibited by law); any debt I owe you. If what you receive from the sale of the property does not satisfy the debts, you may take me to court to recover the difference (where permitted by law).

   I agree that 10 days written notice sent to my address listed on page 1 by first class mail will be reasonable notice to me under the Uniform Commercial Code.

   If any items not otherwise subject to this agreement are contained in the property when you take possession, you may hold these items for me at my risk and you will not be liable for taking possession of them.
8) In some cases, you may keep the property to satisfy the debt. You may enter upon and take possession of all or any part of my property, so long as you do not breach the peace or illegally enter onto the property, including lands, plants, buildings, machinery, and equipment as may be necessary to permit you to manufacture, produce, process, store or sell or complete the manufacture, production, processing, storing or sale of any of the property and to use and operate the property for the length of time you feel is necessary to protect your interest, all without payment or compensation to me.

By choosing any one or more of these remedies, you do not waive your right to later use any other remedy. You do not waive a default if you choose not to use any remedy, and, by electing not to use any remedy, you do not waive your right to later consider the event a default and to immediately use any remedies if it continues or occurs again.

FILING - A carbon, photographic or other reproduction of this security agreement or the financing statement covering the property described in this agreement may be used as a financing statement where allowed by law. Where permitted by law, you may file a financing statement which does not contain my signature, covering the property secured by this agreement.

CO-MAKERS - If more than one of us has signed this agreement, we are all obligated equally under the agreement. You may sue any one of us or any of us together if this agreement is violated. You do not have to tell me if any term of the agreement has not been carried out. You may release any co-signer and I will still be obligated under this agreement. You may release any of the security and I will still be obligated under this agreement. Waiver by you of any of your rights will not affect my duties under this agreement. Extending this agreement or new obligations under this agreement will not affect my duty under the agreement.

WAIVER - I hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming with respect to any property in which I am giving you a security interest.

ACKNOWLEDGEMENT - STATE OF WYOMING, COUNTY OF SWEETWATER } ss

The foregoing instrument was acknowledged before me by JILL MARIE ELLEN SHEEHAN

this 27TH day of SEPTEMBER, 1996

Witness my hand and official seal.

REBECCA L MORRISON - NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES OCTOBER 2, 1999

Rebecca L. Morrison
Notary Public

My Commission Expires 10-2-99

225

Rlsd. bk. 27 pg. 662 8/30/07

AFTER RECORDING MAIL TO:

ROCK SPRINGS NATIONAL BANK
333 BROADWAY PO BOX 880
ROCK SPRINGS, WY 82902-0880

RECORDED Sept. 25 1965:00 p.m.
IN BOOK Lele mtg PAGE 225
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Boston

258908

LOAN NO. 40-2032-7

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 27, 1996 . The mortgagor is JILL MARIE ELLEN SHEEHAN, 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 Four Thousand Dollars and no/100 Dollars (U.S. $ 64,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on September 27, 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 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 25, SYLVAN BAY SUMMER HOMESITES, BRIDGER-TETON NATIONAL FOREST, LOCATED IN SECTION 32, TOWNSHIP 35 NORTH, RANGE 108 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING.

ALL RIGHT, TITLE AND INTEREST OF THE MORTGAGORS UNDER AND BY VIRTUE OF THAT CERTAIN TERM SPECIAL USE PERMIT NO. 6134-01 ON LOT 25 IN SYLVAN BAY DATED AND ISSUED TO THE MORTGAGORS BY THE UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE, AND COVERING THE NATIONAL FOREST LANDS LEGALLY DESCRIBED AS "LOT 25 OF THE SYLVAN BAY SUMMER HOME AREA, BRIDGER-TETON NATIONAL FOREST", LOCATED IN SECTION 32, TOWNSHIP 35 NORTH, RANGE 108 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING.

which has the address of LOT 25 SYLVAN BAY [Street] , PINEDALE [City]
Wyoming 82941 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, 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 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)]

- ☐ 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:

JILL MARIE ELLEN SHEEHAN (Seal) -Borrower
Social Security Number 477-66-6083

(Seal) -Borrower
Social Security Number

(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 September 27, 1996 (date)

by JILL MARIE ELLEN SHEEHAN, A SINGLE PERSON

(person acknowledging)

My Commission expires: 10/02/99

Notary Public REBECCA L. MORRISON

REBECCA L MORRISON - NOTARY PU
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES OCTOBER

230

231 Rlsd. BK18 pg 410 3/25/97

RTGAGE DEED WITH RELEASE OF HOMESTEAD

EDDIE W. KLEINLEIN, SR. and **MARLA S. KLEINLEIN**, husband and wife, mortgagors, of 432 Dana Circle, Rock Springs, WY 82901, to secure the payment of Fifty-Five Thousand and NO/100 ($55,000.00) Dollars, payable in 240 equal monthly payments of $567.70 each, which include interest at the rate of 11% per annum from 9/25/96; first said monthly payment is due on or before 10/25/96 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 Eighteen (18) of the Mountain View Ranches 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 replacement 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. If the property described herein is sold under foreclosure or otherwise and the proceeds are insufficient to pay the total indebtedness hereby

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RECORDED Sept. 30 1996 11:50 AM
BOOK 166 mtg & Lease PAGE 231
FEE 8.00
SUBLETTE CO[redacted], PINEDALE WYOMING
COUNTY CLERK

[redacted] [redacted] [redacted]

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.

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

DATED this 26TH day of SEPTEMBER, 19 96.

EDDIE W. KLEINLEIN, SR.

MARLA S. KLEINLEIN

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by EDDIE W. KLEINLEIN, SR. and MARLA S. KLEINLEIN, this 26th day of September, 19 96.

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires:

SHARI PAPE
County of
Sublette
My Commission Expires

Notary Public
State of
Wyoming
Aug. 7, 2000

2

232

231 4 2-7-02 Rlsd. BK 21 Rel. pg. 495

MORTGAGE

THIS MORTGAGE granted from ELIZABETH GREENWOOD and THOMAS C. BROWN, wife and husband, of Sublette County, Wyoming, hereinafter referred to as Mortgagors, to KENNETH W. PEARSON and CATHALINE N. PEARSON, husband and wife, of Sublette County, Wyoming, hereinafter referred to as Mortgagees.

Mortgagors, for and in consideration of the sum of $42,500.00, to secure the indebtedness hereinafter set forth, does hereby mortgage to Mortgagees the real property situated in Sublette County, Wyoming, and described as:

> Lot 3, Block 9 of the Hennick's Second Addition to the Town of Pinedale, 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 $42,500.00, together with interest thereon at the rate of 10% per annum, from the 30th day of September, 1996, shall be payable in 120 monthly installments of principal and interest in the amount of $561.65 each, the first payment being due on the 1st day of November, 1996, and continuing monthly thereafter until the entire balance of principal and accrued interest are paid in full.

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

Mortgagors covenant and agree 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. Mortgagors 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 1996, and shall comply with all recordation and other laws affecting the security of this mortgage, at the expense of Mortgagors.

3. Mortgagors at their expense shall insure the property against casualty loss at the replacement value of all improvements, loss payable to Mortgagees as their interest may appear. A certificate of coverage shall be furnished to Mortgagees at closing and at every renewal period.

4. Mortgagors 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

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IN BOOK Lde Mtg & Lse PAGE 231
12.00 Mary L. Lytle COUNTY CLERK
WY, PINEDALE WYOMING
By Cathy Scott

proceeding is being contested in good faith by appropriate proceedings.

5. If Mortgagors default in the payment of taxes, assessments, insurance premiums other lawful charges, Mortgagees may, without notice or demand, pay the same. Mortgagors covenant and agree 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 agree to repay the same and all expenses so incurred by Mortgagees, with interest thereon from the date of payment at the interest rate provided in the note or notes secured hereby until repaid, and the same shall be a lien upon the property and be secured by this mortgage. Mortgagees are not required by this provision to advance such funds.

6. Should Mortgagors default in the performance of any of the terms and conditions of this mortgage by it to be performed, 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, Mortgagees may cause to be executed and delivered to the purchaser or purchasers a proper certificate of sale of the property so sold. Mortgagors agree to pay all costs of enforcement and of foreclosure, including reasonable attorney's fees. The failure of Mortgagees to promptly foreclose following a default shall not prejudice any right of 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 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 Mortgagors (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, Mortgagors shall be personally bound to pay the unpaid balance of the note or notes secured hereby and any other indebtedness secured hereby, and Mortgagees shall be entitled to a deficiency judgment.

8. 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, Mortgagees 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.

9. 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.

10. If all or any part of the property or an interest therein is sold or transferred by Mortgagors without written permission of Mortgagees, excluding the creation of a lien or encumbrance subordinate to this mortgage, Mortgagees may, at Mortgagees' 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.

11. Any notice required to be given to any person hereunder or under the note or notes secured hereby shall be given by delivery or by mailing the same by certified mail to 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.

12. The acceptance of this mortgage and the note or notes it secures by Mortgagees 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.

IN WITNESS WHEREOF, this mortgage has been executed by Mortgagors this 30th day of September, 1996.

ELIZABETH GREENWOOD

THOMAS C. BROWN

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

The foregoing mortgage was acknowledged before me this 30th day of SEPTEMBER, 1996, by ELIZABETH GREENWOOD and THOMAS C. BROWN.

WITNESS my hand and official seal.

EDWIN R. AD... PUBLIC
County of Sublette
State of Wyoming
My Commission Expires 7-28-2000

Edwin R. Adams
Notary Public

Pt1 Rel BK 19 Rel pg 348 233
10-9-98

Pt2 BK 19 Rel pg 425
12-11-98

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

ROBERT E. CARMEAN, d/b/a Carmean Construction and **LYNN F. CARMEAN,** husband and wife, mortgagors, of P.O. Box 225, Pinedale, WY 82941, to secure the payment of One Hundred Eighteen Thousand and NO/100 ($118,000.00) Dollars, payable in one payment of $130,980.00, which includes interest at the rate of 11% per annum from 9/24/96, said payment is due on or before 9/24/97, 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:

Parcel 1:
Lot Four (4), Block Two (2) of the Redstone Third Addition to the Town of Pinedale, Sublette County, Wyoming, as the same appears on the official map or plat thereof as filed for record in the office of the County Clerk and Ex-Officio Register of Deeds 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.

Parcel 2:
Lot Six (6) 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 replacement 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

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RECORDED Sept. 30 1996 11:50A
BOOK 46 mtg 233
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SUBLETTE COUNTY, PINEDALE WY CLERK
BY Cathy Sorton

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. 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.

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

DATED this 24th day of SEPTEMBER, 1996.

ROBERT E. CARMEAN, d/b/a
Carmean Construction

LYNN F. CARMEAN

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by ROBERT E. CARMEAN, d/b/a Carmean Construction and LYNN F. CARMEAN, this 26th day of September, 1996.

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires:

SHARI PAPE
County of
Sublette
My Commission Expires:
Aug. 7, 2000
Notary Public
State of
Wyoming

234

235 Rlsd. Bk 18 pg 356 2/6/97

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

WESLEY D. MARTIN and **BRENDA A. MARTIN**, husband and wife, mortgagors, of P.O. Box 1450, Pinedale, WY 82941, to secure the payment of Thirty-Five Thousand and NO/100 ($35,000.00) Dollars, payable in one payment of $37,905.47, which includes interest at the rate of 10% per annum from 9/24/96, said payment is due on or before 7/24/97, 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 W of the O'Neal Lot Division according to the Map recorded 2/6/95 in Book 64 of Misc., Page 85, Sublette County, Wyoming as 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 replacement 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. 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

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

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

DATED this 26 day of Sept, 1996.

WESLEY D. MARTIN

BRENDA A. MARTIN

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by WESLEY D. MARTIN and BRENDA A. MARTIN, this 26th day of September, 1996.

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires:

GHARI PAPE
County of
Sublette
My Commission Expires: Aug. 7, 2000

NOTARY PUBLIC SUBLETTE COUNTY

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MORTGAGE

THIS MORTGAGE, made this 1st day of October, 19 96, between
D. Bradford Barnett and Diana L. Barnett, husband and wife,
of Sweetwater County, Wyoming, hereinafter referred to as the "Mortgagor," and
North Side State Bank of Rock Springs, Wyo., a Wyoming banking corporation, having its principal place of business at Rock Springs, and whose mailing address is P.O. Box 820, Rock Springs, in
~~Wk~~ Sweetwater County, Wyoming, hereinafter referred to as the "Mortgagee."

The Mortgagor, for and in consideration of the sum of - - - - - -Sixty-four 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 -Sixty-four thousand and no/100- - - -

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

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

D. Bradford Barnett

Diana L. Barnett

THE STATE OF WYOMING

County of Sweetwater

INDIVIDUAL ACKNOWLEDGMENT

ss.

On this 1st day of October, 1996, before me personally appeared

D. Bradford Barnett and Diana L. Barnett, husband and wife,

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

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

My commission expires: March 18, 1998

CHERYL A. SODERSTROM Notary Public
County of Sweetwater State of Wyoming
My commission Expires Mar 18, 1998

Notary Public

THE STATE OF WYOMING

County of

INDIVIDUAL ACKNOWLEDGMENT

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: .....

THE STATE OF WYOMING

County of

CORPORATION ACKNOWLEDGMENT

ss.

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

..... to me personally known, who, being by me duly

sworn, did say that he is the ..... of .....

..... and that the seal affixed to said instrument is

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

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

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

My commission expires: .....

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

GARY L. BINGHAM and **BILLIE JO BINGHAM,** husband and wife, mortgagors, of P.O. Box 1038, Pinedale, WY 82941, to secure the payment of Fifty Thousand and NO/100 ($50,000.00) Dollars, payable in one payment of $52,727.40, which includes interest at the rate of 11% per annum from 9/20/96, said payment is due on or before 3/20/97, 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 situated in the SE¼ 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 southwesterly boundary of the Paul C. Hagenstein tract which is located S.89°59'W., 660.00 feet, and N.36°07'W., a distance of 635.20 feet from the southeast corner of said Section 23, and which point is also the most northerly corner of the Ray Brazell tract;
thence S.35°04'W., along the westerly boundary of said Brazell tract a distance of 318.80 feet to a point on the northerly right-of-way line of U.S. Highway 191 (formerly known as U.S. Highway 197);
thence N.57°56'W., along said right-of-way line a distance of 805.89 feet;
thence N.35°04'E., a distance of 977.98 feet to a point on the west boundary of said Hagenstein tract;
thence S.00°04'W., along said boundary line a distance of 616.54 feet;
thence S.36°07'E., continuing along said Hagenstein boundary a distance of 477.90 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 replacement 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.

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RECORDED Oct. 2 1996 2:40 PM
IN BOOK 166 mtg PAGE 238
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
BY Cathy Saxton

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. 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.

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

DATED this 23RD day of SEPTEMBER, 1996.

Gary L. Bingham
GARY L. BINGHAM

Billie Jo Bingham
BILLIE JO BINGHAM

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by GARY L. BINGHAM and BILLIE JO BINGHAM, this 23rd day of September, 1996.

Witness my hand and official seal.

Shari Pape
NOTARY PUBLIC

My Commission Expires:
Aug 1, 2000

SHARI PAPE
County of
Sublette
My Commission Expires
Notary Public
State of
Wyoming
Aug. 1, 2000

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240 Rlsd. Bk 23 Rel. pg 502 3/17/04

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

BRADLEY PAUL LAMBETH, a single man, mortgagor, of P.O. Box 15, Pinedale, WY 82941, to secure the payment of Twenty-Five Thousand and NO/100 ($25,000.00) Dollars, payable in 120 equal monthly payments of $344.38 each, which include interest at the rate of 11% per annum from 9/30/96; first said monthly payment is due on or before 10/30/96 and on the 30th day or last 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:

Parcel 1:
Tract A of the Lambeth Lot Division of Tract 16 of the Daniel Meadows Subdivision, Unit B according to the Map recorded December 29, 1994 in Book 63 of Misc., Page 688 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.

Parcel 2:
Tract No. Fifty-Three (53) of the Redstone Warren Bridge Subdivision, Second Filing, Sublette County, Wyoming as the same appears on the official map or plat 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 replacement 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.

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RECORDED Oct. 2 1996 2:40 PM
BOOK Lele mtg. & L PAGE 240
FEE $8.00 Mary L. [illegible] COUNTY CLERK
[illegible], PINEDALE WYOMING
By Cathy Scott

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. 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.

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

DATED this 30th day of September, 19 96.

Bradley Paul Lambeth

BRADLEY PAUL LAMBETH

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by BRADLEY PAUL LAMBETH, this 30th day of September, 19 96.

Witness my hand and official seal.

Shari Pape

NOTARY PUBLIC

My Commission Expires:

SHARI PA[illegible]
Count[illegible]
Sub[illegible]te
My Commissio[illegible]xpires
Notary Publ[illegible]
State of
Wyoming
Aug. 7, 20

341

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10-23-00 Rlsd. Bk 20 Rel. pg. 554

2/13/01 Rlsd. BK 20 pg. 679

FOSTER, S. PI

3J234

FHA Case No.
591-0793914-796

MORTGAGE

State of Wyoming

LOAN NO. 374769

THIS MORTGAGE ("Security Instrument") is given on August 30, 1996 .
The Mortgagor is
Sam J. Foster and Tanna D. Foster, Husband and Wife

whose address is P.O. Box 204, 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 Four Thousand Seven Hundred Seventy Five Dollars and no/100

Dollars (U.S. $ 64,775.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on September 1, 202 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) 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, warrant, grant and convey to Lender, with the power of sale, the following described property located in Sublette County, Wyoming:
Lot 7 of the Guio Third Addition to the Town of Big Piney, Sublette County, Wyoming

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RECORDED Oct. 2 19 96 3:30 PM
IN BOOK Misc Rcpts 4 PAGE 242
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

which has the address of 1351 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, 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 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.

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

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

of Principal, Interest and Late Charges. Borrower shall pay when due the principal of, [redacted] 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, a sum for (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 under Paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for 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, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds".

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Paragraph 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall deal with the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment 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 Lender determines that 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. 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.

7. 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.

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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.

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.

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 (including section 341 (d) of the Garn-St Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d) and with 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) 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, 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 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 the Note and of this Security Instrument.

16. 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 Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Enviornmental Law.

[redacted] [redacted] [redacted]

As used in this paragraph 16, "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 the paragraph 16, "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:

17. 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 of 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 Paragragh 17.

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.

18. 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.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. 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.

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

21. 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] Tax Exempt Financing Rider

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) Borrower

_____ (Seal) Borrower

_____ (Seal) Borrower

_____ (Seal) Borrower

Sam J. Foster (Seal) Borrower

Tanna D. Foster (Seal) Borrower

_____ (Seal) Borrower

_____ (Seal) Borrower

_____ (Seal) Borrower

_____ (Seal) Borrower

STATE OF WYOMING,

County ss: Sublette

The foregoing instrument was acknowledged before me this 30th Day of August , 1996 (date)

by Sam J. Foster and Tanna D. Foster, Husband and Wife (person acknowledging)

BARBARA HENRY
My Commission expires: Sublette
My Commission Expires 10/12/97
Notary Public State of Wyoming

Barbara Henry
Notary Public

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TAX-EXEMPT FINANCING RIDER

THIS TAX-EXEMPT FINANCING RIDER is made this 30th day of August ,1996 , 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 ("Note") to

Wallick and Volk, Inc.

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

1351 Piney Drive, Big Piney, WY 83113

(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 be 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 sale or transfer, all as provided in Section 143(c) and (i)(2) of the Internal Revenue Code; or

(ii) Who has had a present ownership interest in a principal residence during any part of the three-year period ending on the date of the sale or transfer, all as provided in Section 143(d) and (i)(2) of the Internal Revenue Code (except that "100 percent" shall be substituted for "95 percent or more" where the latter appears in Section 143(d)(1); or

(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 115 percent of applicable median family income (140 percent for a family in a targeted area residence), all as provided in Section 143(f) and (i)(2) of the Internal Revenue Code; or

(b) Borrower fails to occupy the property described in the Security Instrument without prior written consent of 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 1986 Internal Revenue Code in effect on the date of the 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.

Sam J. Foster — Borrower

Tanna D. Foster — Borrower

MPP Form 210-B

MORTGAGOR	MORTGAGEE
BRADLEY L HOCH PO BOX 3271 JACKSON, WY 83001 "I" includes each mortgagor above.	JACKSON STATE BANK P.O. BOX 1788 JACKSON, WY 83001 "You" means the mortgagee, its successors and assigns.

REAL ESTATE MORTGAGE: For value received, I, BRADLEY L HOCH, A SINGLE MAN, mortgage, grant and convey to you, with power of sale, on SEPTEMBER 26, 1996, 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: 14166 US HIGHWAY 189/199 (Street), BONDURANT (City), Wyoming 82922 (Zip Code)

LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN THE SE 1/4 OF SECTION 33, T. 38 N., R. 113 W. OF THE 6TH 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, SAID TRACT CONTAINS 10.00 ACRES, MORE OR LESS.

258974

RECORDED Oct. 2 1996 3:55 PM
BOOK 166 MTGS PAGE 247
FEES 8.00
SUBLETTE 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):
CONSUMER LOAN #05162 DATED SEPTEMBER 26, 1996

The above obligation is due and payable on SEPTEMBER 26, 2001 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 THOUSAND AND NO/100* * * * * * * * Dollars ($ 30,000.00), 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 Bradley L Hoch
BRADLEY L HOCH

ACKNOWLEDGMENT: STATE OF WYOMING, County of) ss:

Individual or Corporation with Seal

The foregoing instrument was acknowledged before me by BRADLEY L HOCH, A SINGLE MAN this 27TH day of Sept. 1996.

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.

EMILY G. STEWART - NOTARY PUBLIC
County of Teton State of Wyoming
My Commission Expires June 7, 1997

My commission expires: June 7, 1997

Emily G. Stewart
(Notary Public)

©1985 BANKERS SYSTEMS, INC., ST. CLOUD, MN 56301 (1-800-397-2341) FORM OCP-MTG-WY 6/27/91

WYOMING

Released BK 18 Pg 651 .247

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.

BANKERS SYSTEMS, INC., ST. CLOUD, MN 56301 (1-800-397-2341) FORM OCP-MTG-W

KeyBank

Key Bank of Wyoming
SPECIAL ASSETS DEPT.
P.O. BOX 924, 18TH & CAREY AVE
CHEYENNE, WY 82003
307-771-3400 (Lender)

MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

43078-43000

BORROWER	MORTGAGOR
STANLEY E. BRAUSE JENNIFER A. HEAD	STANLEY E. BRAUSE JOINT TENNANT JENNIFER A. HEAD JOINT TENNANT
ADDRESS P.O. BOX 4418 MARBLETON, WY 83113	ADDRESS P.O. BOX 4418 MARBLETON, WY 83113
TELEPHONE NO. 307-276-3817	TELEPHONE NO. 307-276-3817
IDENTIFICATION NO. 520-66-5353	IDENTIFICATION NO. 520-66-5353

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 22ND day of AUGUST, 1996 is executed by and between the parties indicated and Lender.

A. On AUGUST 9, 1991, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of THIRTY-THREE THOUSAND SEVEN HUNDRED SEVENTY-SIX AND 22/100 Dollars ($ 33,776.22). which Note was secured by a mortgage ("Mortgage") executed by Mortgagor for the benefit of Lender covering the real property described on Schedule A below ("Property") and recorded in Book 54 at Page 76 on AUGUST 27, 1991 in the Recorder's Office of SUBLETTE, Wyoming. The Note and Mortgage and any other related documents are hereafter cumulatively referred to as the "Loan Documents".

B. This Note and Mortgage is hereby modified as follows:

1. TERMS OF REPAYMENT.

[X] The maturity date of the Note is extended to JANUARY 9, 2001, at which time all outstanding sums due to Lender under the Note shall be paid in full, and the Mortgage is modified accordingly. The parties acknowledge and agree that, as of AUGUST 22, 1996, the unpaid principal balance due under the Note was $ 19,314.86 and the accrued and unpaid interest on that date was $ n/a. The new repayment terms are as follows:

PAYMENTS SHALL CONTINUE TO BE MADE IN THE SAME MANNER DURING THE EXTENDED TERM AS SET FORTH IN THE NOTE, WITH PRINCIPAL AND INTEREST PAYMENTS OF $470.00 BEGINNING 9/09/96 AND CONTINUING AT MONTHLY TIME INTERVALS THEREAFTER. A FINAL PAYMENT OF PRINCIPAL PLUS ACCRUED INTEREST IS DUE 1/09/01.

2. ADDITIONAL MODIFICATIONS.

[ ] The Note and Mortgage are further modified as follows:

C. Additional Representations, Warranties and Agreements.

Mortgagor represents and warrants that Mortgagor owns the property free and clear of any liens or encumbrances other than the liens described on Schedule B below. Except as expressly modified herein, all terms and conditions of the Loan Documents shall remain in full force and effect. The parties hereby adopt, ratify and confirm these terms and conditions as modified. Borrower and Mortgagor agree to execute any additional documents which may be required by Lender to carry out the intention of this Agreement. As of the date of this Agreement, there are no claims, defenses, setoffs or counterclaims of any nature which may be asserted against Lender by any of the undersigned.

SCHEDULE A

LOTS 8,9,10,11 AND 12 BLOCK 6, MARBLETON TOWNSITE, SUBLETTE COUNTY, WYOMING INCLUDING BUT NOT LIMITED TO 1981 ROYAL OAKES MOBILE HOME #:R8176B12SN8198 INCLUDING ALL PARTS ATTACHMENTS, ACCESSIONS AND REPLACEMENTS AND ADDITIONS THERETO AND WHEREVER LOCATED.

258975

RECORDED Oct. 2 19 96 4:25 PM
IN BOOK Lele Mtg PAGE 249
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

Address of Real Property: 520 COUNTY ROAD
MARBLETON, WY 83113

SCHEDULE B

249

250

MORTGAGOR STANLEY E. BRAUSE

Stanley R. Brause

STANLEY E. BRAUSE

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR JENNIFER A. HEAD

Jennifer A. Head

JENNIFER A. HEAD

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

BORROWER: STANLEY E. BRAUSE

Stanley R. Brause

STANLEY E. BRAUSE

BORROWER:

BORROWER:

BORROWER:

BORROWER: JENNIFER A. HEAD

Jennifer A. Head

JENNIFER A. HEAD

BORROWER:

BORROWER:

BORROWER:

LENDER: Key Bank of Wyoming
SPECIAL ASSETS DEPT.

By: Sandy L. Whitworth
SANDY L. WHITWORTH
LOAN RECOVERY OFFICER

State of Wyoming)
) ss:
County of Laramie)

On this 23rd day of September, 1996, before me personally appeared Sandra L. Whitworth

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 23rd day of September, 1996

Ursula Herrera
Notary Public

My Commission Expires:

Ursula Herrera
Notary Public
Laramie County
My Commiss. Expires
Nov. 1, 1998

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 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 day of

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:

THIS DOCUMENT WAS PREPARED BY AND SHOULD BE RETURNED TO

LP-WY505 © FormAtion Technologies, Inc. (8/21/93) (800) 937-3799

WHEN RECORDED MAIL TO:

First Security Bank of Wyoming
First Security Bank of Wyoming, Mtg. Dept.
1400 Dewar Drive
Rock Springs, WY 82901

258985

RECORDED Oct. 3 1996 10:35 AM
IN BOOK Sole Mtg & Lease PAGE 251
FEES $ 18.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Barton

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **September 27** 1996 . The mortgagor is **ROBERT T WALLENDORFF and BARBARA G WALLENDORFF, husband and wife** ("Borrower"). This Security Instrument is given to **First Security Bank of Wyoming** which is organized and existing under the laws of **The United States of America** , and whose address is **1400 Dewar Drive Rock Springs, WY 82901** ("Lender"). Borrower owes Lender the principal sum of **Sixty Thousand Seven Hundred and No/100** Dollars (U.S. $ **60,700.00**). 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 **October 1, 2006** . 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 10, BLOCK 1 OF THE HENNICK'S SECOND ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

which has the address of **356 NORTH FRANKLIN AVENUE** , **PINEDALE** Wyoming **82941** ("Property Address");

Rlsd. Bk 22 Rel Pg 696 7-15-03
Assigned Bk 66 Pg 308
251

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 a.s 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

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 allotment 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 tee 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 shall 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

any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall he 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 them 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 failing 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 successors 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 bc 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 charged 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 Lenders 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 or the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument of 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 Lenders 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

as applicab[redacted]y specify for reinstatement) before sal[redacted] Property pursuant to any power of sal[redacted] 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 to Borrower. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

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 alld 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:

Robert T. Wallendorff (Seal)
ROBERT T WALLENDORFF --Borrower

Social Security Number 523-38-8444

Barbara G Wallendorff (Seal)
BARBARA G WALLENDORFF --Borrower

Social Security Number 521-44-7854

(Seal)
--Borrower

Social Security Number

(Seal)
--Borrower

Social Security Number

STATE OF WYOMING, Sweetwater County ss:

The foregoing instrument was acknowledged before me this 29 day of September, 1994 by

ROBERT T WALLENDORFF and BARBARA G WALLENDORFF, husband and wife
(person(s) acknowledging)

My Commission expires: 7-1-97

LISA M. MARCHETTI - Notary Public
County of Sweetwater State of Wyoming
My Commission Expires 7-1-97

Lisa M. Marchetti
Notary Public

6903546 [redacted] [redacted] [redacted]

SECOND HOME RIDER

THIS SECOND HOME RIDER is made on this 27th day of September, 19 96, 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 First Security Bank of Wyoming (the "Lender") of the same date and covering the property described in the Security Instrument (the "Property"), which is located at:

356 NORTH FRANKLIN 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.

ROBERT T WALLENDORFF —(Seal) Borrower

BARBARA G WALLENDORFF —(Seal) Borrower

—(Seal) Borrower

—(Seal) Borrower

Released 2-1-15 5:52 259

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that Daniel A. Harms and Tommie Lee Harms, Mortgagors herein, of P.O. Box 1328, Pinedale, Sublette County, Wyoming 82941, to secure the payment of $74,606.22 principal, plus interest, to be paid by Mortgagors by paying to Edward Harms and Mary Harms, as joint tenants with full right of survivorship, the Mortgagees, three hundred sixty (360) monthly payments in the sum of $521.66 each, the first of said payments being due and payable July 1, 1996 and monthly thereafter for a total of three hundred sixty 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 15, Unit 2, of the Orcutt Hill Subdivision, Sublette County, State of Wyoming, as shown on the official plat thereof as recorded in the office of the Clerk of Sublette County, Wyoming.

The Mortgagor agrees to pay all taxes and assessments on said premises for the year 1996 and continuing thereafter, and agrees to carry insurance on the subject property in the amount of its reasonable value but not less than One Hundred Thousand Dollars ($100,000.00); 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 Mortgagors' failure to pay the taxes or carry insurance on the subject property 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 agrees to pay all costs of the same, including a reasonable attorney's fee.

Dated this 4th day of October, 1996.

259007

Daniel A. Harms
Daniel A. Harms

RECORDED Oct. 4 1996 4:32 PM
IN BOOK 160 MTG. PAGE 258
FEES $8.00 Mary L. Lou COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cath Sexton

Tommie Lee Harms
Tommie Lee Harms

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

This Mortgage was acknowledged before me by Daniel A. Harms and Tommie Lee Harms this 4 day of October, 1996.

Notary Public

My Commission Expires: 2/7/98

WILLIAM H. TWICHELL - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
MY COMMISSION EXPIRES 2-7-98

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MODIFICATION AND EXTENSION OF PROMISSORY NOTE AND MORTGAGE

BORROWER	LENDER
Timothy S. Bohan Margaret Mary Bohan P.O. Box 8617 Jackson, WY 83002	The Bank of Jackson Hole 990 W. Broadway P.O. Box 7000 Jackson, Wy 83001

Address of Real Property: Lot 10 Block 1 of the Redstone Third Addition, Sublette County, Wyoming

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE AND MORTGAGE, dated the 30th day of September, 1996, is executed by and between Borrower and Lender identified above.

A. On October 18, 1995 , Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of Two Hundred Thousand and No/100($ 200,000.00), which Note was secured by a mortgage ("Mortgage") executed by mortgagor for the benefit of Lender covering the real property described on Schedule A below and recorded as Document No.254401 Filing date October 20, 1995 of Book No.63 of page 226 Sublette County, Wy. The Note and Mortgage and any other related documents are hereafter cumulatively referred to as the "Loan Documents."

B. The parties have agreed to modify and extend the maturity date of the Note, and it is necessary to provide for a similar modification and extension of the Mortgage. The parties agree as follows:

1. The maturity date of the Note is extended to November 18, 1996, at which time all outstanding sums due to Lender under the Note shall be paid in full.

2. The parties acknowledge and agree that, as of September 30, 1996, the unpaid principal balance due under the Note was $86,437.23, and the accrued and unpaid interest on that date was $295.31.

3. Mortgagor represents and warrants that Mortgagor owns the property free and clear of any liens or encumbrances other than the liens described on Schedule B Below.

4. Except as expressly modified herein, all terms and conditions of the Loan Documents shall remain in full force and effect. The parties hereby adopt, ratify and confirm these terms and conditions as modified.

5. Mortgagor agrees to execute any additional documents which may be required by Lender to carry out the intention of this Agreement. As of the date of this Agreement, there are no claims, defenses, setoffs or counterclaims of any nature which may be asserted against Lender by any of the undersigned.

RECORDED October 7 1996 1130AM
IN BOOK 66 MISC PAGE 260
FEES $8.00 Mary L Lyle COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoover

259019

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

SCHEDULE A

LOT 10 (10), BLOCK ONE (1) OF THE REDSTONE THIRD ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING, AS THE SAME APPEARS ON THE OFFICIAL MAP OR PLAT THEREOF AS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND EX-Oofficio REGISTER OF DEEDS FOR SUBLETTE COUNTY, WYOMING.

SCHEDULE B

BORROWER

Timothy S. Bohan

BORROWER

Margaret Mary Bohan

INDIVIDUAL NOTARY

STATE OF Wyoming)ss.
County of Teton)

On this 2nd day of Oct, 1996, before me, the undersigned, a notary public in and for said State, personally appeared Timothy S. Bohan and Margaret Mary Bohan, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me he/she/they executed the same.

IN WITNESS WHEREOF, I have thereunto set my hand and official seal the day and year in this certificate first above written.

Debra J. Petersen
Notary Public

Commission expires: 5-26-98

LENDER

Kathleen M. LeVasseur
Assistant Vice President

DEBRA J. PETERSEN - NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
My Commission Expires May 26, 1998

CORPORATE ACKNOWLEDGMENT

STATE OF Wyoming)
COUNTY OF Teton)ss.

On the 2nd day of Oct., 1996, before me personally came Kathleen M. LeVasseur, who being by me duly sworn, did depose and say that he/she is the Assistant Vice President of The Bank of Jackson Hole, the corporation described herein and which executed the foregoing; that he/she knows the seal of said corporation; that the seal affixed to the foregoing is such seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his name thereto by like order.

Witness my hand and official seal.

Debra J. Petersen
Notary Public

My commission expires: 5-26-98

DEBRA J. PETERSEN - NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
My Commission Expires May 26, 1998

262 Sm. BK 66 pg 94 5/2/97

RECORDED October 7 1996 3:00 PM
IN BOOK 66 MTG & Lease PAGE 262
FEES $ 20.00 Mary L Lufkin COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoover

259026

[Space Above This Line For Recording Data]

Loan ID: 11561

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 26th, 1996 . The mortgagor is James G. Freeman and Edwina R. Freeman, His Wife

("Borrower"). This Security Instrument is given to

First Finance

which is organized and existing under the laws of The State of Wyoming , and whose address is 6785 Telegraph Road, Bloomfield Hills, MI. 48301 ("Lender"). Borrower owes Lender the principal sum of Sixty Four Thousand and no/100-------- Dollars (U.S. $ 64,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on November 1st, 2026 . 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 Ball Subdivision, Sublette County, Wyoming.

Item #: 09-00-01048
which has the address of 11 Ball Lane, Marbleton [Street, 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 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 ma[redacted]ger be required, at the option of Lende[redacted], 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

[redacted] [redacted] [redacted]

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
- [ ] 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:

James G. Freeman (Seal) -Borrower

Edwina R. Freeman (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

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

The foregoing instrument was acknowledged before me this September 26th, 1996 (date)

by James G. Freeman and Edwina R. Freeman (person acknowledging)

My Commission Expires:

KAREN E. OLSEN - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires: 5/30/2000

Karen E. Olsen
Notary Public

261

ADJUSTABLE RATE RIDER

(LIBOR Index - Rate Caps) Loan #: 11561

THIS ADJUSTABLE RATE RIDER is made this 26th day of September, 1996, 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

First Finance

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

11 Ball Lane, Marbleton, Wyoming 83113
[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 9.075 %. 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 May, 1997, and on that day every sixth 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 average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs 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 Five and seven eighths percentage point(s) (5.875 %) 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 10.075 % or less than 9.075 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one percentage point (1.0%) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 15.075 %.

(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.

James G. Freeman (Seal) -Borrower

Edwina R. Freeman (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

969

270

259037

RECORDED Oct. 8 1996 1:25 PM
IN BOOK 66 Mtg. PAGE 270
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Baxter

MODIFICATION AND EXTENSION OF PROMISSORY NOTE AND MORTGAGE

BORROWER

David T. Hammond
Lynn Mabry Hammond
P.O. Box 1007
Wilson, WY 83014

LENDER

The Bank of Jackson Hole
990 W. Broadway
P.O. Box 7000
Jackson, Wy 83001

Address of Real Property: 915 Oliver Street, Victor, Idaho 83455

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE AND MORTGAGE, dated the 30th day of September, 1996, is executed by and between Borrower and Lender identified above.

A. On April 5, 1996 , Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of Forty Five Thousand and No/100 ($ 45,000.00), which Note was secured by a mortgage ("Mortgage") executed by mortgagor for the benefit of Lender covering the real property described on Schedule A below and recorded as Instrument No.T-5884 Filing date April 19, 1996 of the Records of Mortgages Teton County, Idaho. The Note and Mortgage and any other related documents are hereafter cumulatively referred to as the "Loan Documents."

B. The parties have agreed to modify and extend the maturity date of the Note, and it is necessary to provide for a similar modification and extension of the Mortgage. The parties agree as follows:

1. The maturity date of the Note is extended to January 5, 1997, at which time all outstanding sums due to Lender under the Note shall be paid in full.

2. The parties acknowledge and agree that, as of September 30, 1996, the unpaid principal balance due under the Note was $29,028.21, and the accrued and unpaid interest on that date was $173.34.

3. The Promissory Note and Mortgage are further modified as follows:

a. Promissory Note and Mortgage are hereby increased to Fifty Thousand and No/100 ($50,000.00) from the original amount of $45,000.00. All other terms and conditions will remain the same.
b. Fees of $ 50.00 for documentation and a file fee of $ 6.00 will be charged.

4. Mortgagor represents and warrants that Mortgagor owns the property free and clear of any liens or encumbrances other than the liens described on Schedule B Below.

5. Except as expressly modified herein, all terms and conditions of the Loan Documents shall remain in full force and effect. The parties hereby adopt, ratify and confirm these terms and conditions as modified.

6. Mortgagor agrees to execute any additional documents which may be required by Lender to carry out the intention of this Agreement. As of the date of this Agreement, there are no claims, defenses, setoffs or counterclaims of any nature which may be asserted against Lender by any of the undersigned.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

SCHEDULE A

LOT 6 NORTH, OLIVER SUBDIVISION, REVISED PLAT, AS PER THE RECORDED PLAT THEREOF, TETON COUNTY, IDAHO.
ALSO PART OF LOT 6 SOUTH REVISED PLAT, OLIVER SUBDIVISION DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 6 SOUTH OF THE OLIVER SUBDIVISION AS PER THE REVISED PLAT DATED OCTOBER 31, 1983, TETON COUNTY, IDAHO; THENCE RUNNING NORTH 00 DEGREES 03'03" WEST, 190 FEET TO THE TRUE POINT OF BEGINNING; THENCE RUNNING NORTH 81 DEGREES 26'17" WEST, 275.66 FEE; THENCE RUNNING NORTH 78 DEGREES 12'35" WEST, 362.99 FEET; THENCE RUNNING SOUTH 00 DEGREES 02'24" EAST 115.68 FEET; THENCE RUNNING NORTH 89 DEGREES 57'24" EAST, 627.83 FEET TO THE POINT OF BEGINNING.

SCHEDULE B

BORROWER

David T. Hammond
David T. Hammond

BORROWER

Lynn Mabry Hammond
Lynn Mabry Hammond

INDIVIDUAL NOTARY

STATE OF Wyoming)
)ss.
County of Teton)

On this 20th day of October, 1996, before me, the undersigned, a notary public in and for said State, personally appeared David T. Hammond and Lynn Mabry Hammond, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me he/she/they executed the same.

IN WITNESS WHEREOF, I have thereunto set my hand and official seal the day and year in this certificate first above written.

SALITA B. TIMMERMEYER - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires June 25, 1997

Salita B. Timmermeyer
Notary Public

Commission expires: June 25, 1997

LENDER

Kathleen M. LeVasseur
Kathleen M. LeVasseur
Assistant Vice President

CORPORATE ACKNOWLEDGMENT

STATE OF Wyoming)
COUNTY OF Teton)ss.

On the 20th day of October, 1996, before me personally came Kathleen M. LeVasseur, who being by me duly sworn, did depose and say that he/she is the Assistant Vice President of The Bank of Jackson Hole, the corporation described herein and which executed the foregoing; that he/she knows the seal of said corporation; that the seal affixed to the foregoing is such seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his name thereto by like order.

Witness my hand and official seal.

SALITA B. TIMMERMEYER - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires June 25, 1997

Salita B. Timmermeyer
Notary Public
My commission expires: 6/25/97

-271

272

Rlsd BK19 Rel pg 98
3-27-98

WHEN RECORDED, MAIL TO 259042

WESC FEDERAL CREDIT UNION
100 West Midwest Ave.
P.O. Box 2760
Casper, WY 82602

RECORDED Oct. 8 1996 3:30pM
IN BOOK Lab mtgs PAGE 272
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cath Sexton

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MORTGAGE

THIS MORTGAGE CONTAINS A DUE-ON-SALE PROVISION AND SECURES INDEBTEDNESS UNDER A CREDIT AGREEMENT WHICH PROVIDES FOR A REVOLVING LINE OF CREDIT AND MAY CONTAIN A VARIABLE RATE OF INTEREST.

THIS MORTGAGE ("Security Instrument") is made on September 11, 1996.
The Mortgagor is CAROLYN PETRIE AND DAVID S. PETRIE (Husband and Wife) ("Borrower").
The Mortgagee is WESC FEDERAL CREDIT UNION, a corporation organized and existing under the laws of WYOMING, whose address is 100 WEST MIDWEST AVE. (P.O. BOX 2760) CASPER, WY 82602 ("Lender").

WHEREAS, Borrower is indebted to Lender as described in this paragraph;
TO SECURE to Lender:

(1) The repayment of all indebtedness due and to become due under the terms and conditions of the LOANLINER® Home Equity Plan Credit Agreement and Truth-in-Lending Disclosures made by Borrower and dated the same day as this Security Instrument, and all modifications, amendments, extensions and renewals thereof (herein "Credit Agreement"). Lender has agreed to make advances to Borrower under the terms of the Credit Agreement, which advances will be of a revolving nature and may be made, repaid, and remade from time to time. Borrower and Lender contemplate a series of advances to be secured by this Security Instrument. The total outstanding principal balance owing at any one time under the Credit Agreement (not including finance charges thereon at a rate which may vary from time to time, and any other charges and collection costs which may be owing from time to time under the Credit Agreement) shall not exceed TWENTY THOUSAND DOLLARS AND NO/00..... ($ 20,000.00XXXX). That sum is referred to herein as the Maximum Principal Balance and referred to in the Credit Agreement as the Credit Limit. On the Final Payment Date, SIX years from the date of this Security Instrument, the entire indebtedness under the Credit Agreement, if not paid earlier, is due and payable.
(2) The payment of all other sums advanced in accordance herewith to protect the security of this Security Instrument, with finance charges thereon at a rate which may vary as described in the Credit Agreement.
(3) The performance of Borrower's covenants and agreements under this Security Instrument and under the Credit Agreement.

BORROWER does hereby mortgage, grant and convey to Lender the following described property located in the County of SUBLETTE, State of Wyoming:

A parcel of land, situated in the southeast quarter of the southeast quarter of section 27, Township 34 North, Range 109 West, 6th Principal Meridian, Sublette County, Wyoming the boundary thereof being more particularly described as follows:

Commencing at the south sixteenth section corner common to Sections 26 and 27, Township 34 North, Range 109 West, 6th Principal Meridian, Sublette County, Wyoming, being a brass cap and iron pipe mounument, thence N.89°24'W., 887.94 feet along the northerly line of the southeast quarter of the southeast quarter of said Section 27 to the Point of Beginning a 5/8" steel rod driven into the ground and the northeasterly corner of David S. Petrie and Carolyn Petrie property and a point on the westerly line for the county road right-of-way;thence N.89°24'W.,141.34 feet along the northerly line of the southeast quarter of the southeast quarter of said Section 27 to a 5/8"iron rod driven into the ground; thence S.45°00'E.,210.00feet to a 5/8"iron rod driven into theground;

which has the address of 31 Riverside Subdivision 23-101 (Street) Pinedale, Wy 82941
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 fixtures, all of which shall be deemed to be and remain a part of the property covered by this Security Instrument; and all of the foregoing, together with said property (or the leasehold estate if this Security Instrument is on a leasehold) are hereinafter referred to as the "Property."

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Complete if applicable:
This Property is part of a condominium project known as NA

This Property includes Borrower's unit and all Borrower's rights in the common elements of the condominium project.
This Property is in a Planned Unit Development known as _____.

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 encumbrances of record.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Finance Charges and Other Charges. Borrower shall promptly pay when due all amounts borrowed under the Credit Agreement, all finance charges and applicable other charges and collection costs as provided in the Credit Agreement.

2. Funds for Taxes and Insurance. Subject to applicable law, Lender, at Lender's option, may require Borrower to pay to Lender on the day monthly payments of principal and finance charges are payable under the Credit Agreement, until all sums secured by this Security Instrument are 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 Security Instrument, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, 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 Security Instrument 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 Security Instrument.

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 Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 22 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 Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Credit Agreement 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, second, (in the order Lender chooses) to any finance charges, other charges and collection costs owing, and third, to the principal balance under the Credit Agreement.

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 Security Instrument, including Borrower's covenants to make payments when due. Except to the extent that any such charges or impositions are to be paid to Lender under paragraph 2, 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 Security Instrument, and leasehold payments or ground rents, if any. Within five days after any demand by Lender, Borrower shall exhibit to Lender receipts showing that all amounts due under this paragraph have been paid when due.

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," floods and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. Unless Lender in writing requires otherwise, the policy shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy, and the amount of coverage shall be no less than the Maximum Principal Balance plus the full amount of any lien which has priority over this Security Instrument.

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 Security Instrument.

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. All insurance proceeds are hereby assigned to Lender and shall be paid to Lender to the extent of all sums secured by this Security Instrument, subject to the terms of any mortgage, deed of trust or security agreement with a lien which has priority over this Security Instrument. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restore or repair the Property, if it is economically feasible to do so.

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 Security Instrument.

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 Security Instrument is on a leasehold. If this Security Instrument 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 the constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, 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. Any amounts disbursed by Lender pursuant to this paragraph 7, with finance charges thereon, at the rate provided in the Credit Agreement, shall become additional indebtedness of Borrower secured by this Security Instrument. 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. Any action taken by Lender under this paragraph shall not cure any breach Borrower may have committed of any covenant or agreement under this Security Instrument. Borrower agrees that Lender is subrogated to all of the rights and remedies of any prior lienor, to the extent of any payment by Lender to such lienor, to the extent of any payment by Lender to such lienor.

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, to the extent of any indebtedness under the Credit Agreement, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Securit nstrument.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release, 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 Security Instrument 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 21 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Security Instrument, but does not execute the Credit Agreement, (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Security Instrument, (b) is not personally liable under the Credit Agreement or under this Security Instrument, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations or amendments with regard to the terms of this Security Instrument or the Credit Agreement, without that Borrower's consent and without releasing that Borrower or modifying this Security Instrument 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 Security Instrument 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 Security Instrument 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 Security Instrument 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 Security Instrument. In the event that any provision or clause of this Security Instrument or the Credit Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Credit Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Security Instrument and the Credit Agreement 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. Prior Mortgage or Deed of Trust; Modification; Future Advance. Borrower shall not enter into any agreement with the holder of any mortgage, deed of trust or other security agreement which has priority over this Security Instrument by which that security agreement is modified, amended, extended, or renewed, without the prior written consent of the Lender. Borrower shall neither request nor accept any future advance under a prior mortgage, deed of trust, or other security agreement without the prior written consent of Lender.

15. Borrower's Copy. Borrower shall be furnished a copy of the Credit Agreement and of this Security Instrument at the time of execution or after recordation hereof.

16. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower may enter 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.

17. Waiver of Homestead Exemption. To the extent permitted by law, Borrower hereby waives the benefit of the homestead exemption as to all sums secured by this Security Instrument.

18. Waiver of Statutes of Limitation. To the extent permitted by law, Borrower hereby waives statutes of limitation as a defense to any demand or obligation secured by this Security Instrument.

19. Merger. There shall be no merger of the interest or estate created by this Security Instrument 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.

20. Notice of Transfer of the Property; Advances after Transfer. Borrower shall give notice to Lender, as provided in paragraph 12 hereof, prior to any sale or transfer of all or part of the Property or any rights in the Property. Any person to whom all or part of the Property or any right in the Property is sold or transferred also shall be obligated to give notice to Lender, as provided in paragraph 12 hereof, promptly after such transfer.

Even if Borrower transfers the Property, Borrower will continue to be obligated under the Credit Agreement and this Security Instrument unless Lender releases Borrower in writing. As a condition to Lender's consent to any proposed transfer or as a condition to the release of Borrower, Lender may require that the person to whom the Property is transferred sign an assumption agreement satisfactory to Lender and Lender may impose an assumption fee. The assumption agreement will not entitle the person signing it to receive advances under the Credit Agreement.

21. Transfer of the Property. Subject to applicable law, Lender shall have the right to accelerate, that is, to demand immediate payment in full of all sums secured by this Mortgage or Deed of Trust, if Borrower, without the written consent of Lender, sells or transfers all or part of the Property or any rights in the Property.

If Lender exercises the option to accelerate, Lender shall give Borrow notice of acceleration in accordance with paragraph 12 hereof. The notice shall provide a period of not less than 30 days from the date o the notice within which Borrower may pay the sums declared due. If Borrower fails to pay those sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 22 hereof.

22. Default, Termination and Acceleration; Remedies. Each of the following events shall constitute an event of default ("event of default") under this Security Instrument: (1) Borrower commits fraud or makes a material misrepresentation in connection with this Security Instrument or the Credit Agreement; (2) Borrower does not meet the repayment terms of the Credit Agreement; or (3) Borrower's action or inaction adversely affects the Lender's rights in the Property secured by this Security Instrument. If an event of default occurs, then prior to exercising any right or remedy provided for in this Security Instrument and prior to acceleration, Lender shall give notice as provided in paragraph 12 hereof and as required by applicable law. The notice shall specify: (a) the event of default; (b) the action required to cure such event of default; (c) a date, not less than 10 days (or any longer period required by applicable law) from the date the notice is given to Borrower by which the event of default must be cured; (4) that failure to cure the event of 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; and e) any other information required by applicable law. The notice shall further inform Borrower of the right to reinstate after acceleration, if applicable, and the right to bring a court action to assert the nonexistence of an event of default or any other defense of Borrower to acceleration and sale. If the event of default is not cured on or before the date specified in the notice, Lender, at Lender's option, without further notice or demand, may declare default, may declare all sums secured by this Security Instrument to be immediately due and payable, 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 22, 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 Security Instrument; and (c) the excess, if any, to the person or persons legally entitled thereto.

23. **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 (i) 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 (ii) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which would then be due under this Security Instrument and the Credit Agreement had no acceleration occurred; (b) cures all other defaults under this Security Instrument and the Credit Agreement; (c) pays all reasonable 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 21.

24. **Release.** This Security Instrument secures a revolving line of credit and advances may be made, repaid, and remade from time to time, under the terms of the Credit Agreement. When according to the terms of the Credit Agreement, no more advances will be made, and Borrower has paid all sums secured by this Security Instrument (or earlier if required by applicable law), Lender shall discharge this Security Instrument. To the extent permitted by law, Lender may charge Borrower a fee for such discharge and require Borrower to pay costs of recordation, if any.

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 Security Instrument to give Notice to Lender, at Lender's address set forth on page one of this Security Instrument, of any default under the superior encumbrance and of any sale or other foreclosure action.

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.

Carolyn Petrie (Seal) Borrower

David S. Petrie (Seal) Borrower

STATE OF WYOMING, County ss:

The foregoing instrument was acknowledged before me this 9-18-96 (date)

by Carolyn Petrie & David S Petrie (person acknowledging)

WITNESS my hand and official seal.

My Commission expires: 3-29-98

Notary Public

(Space Below This Line Reserved For Lender and Recorder)

After Recording Return to:

Key Bank of Wyoming
c/o Key Mortgage Services Inc.
7800 E. ORCHARD RD. #250N
ENGLEWOOD, CO 80111

276

Asn. Bk 66 mtg. pg 282
Asn. Bk 66 mtg pg 283

259047

RECORDED October 8 1996 450P.
IN BOOK 66 MTG PG 276
FEES $ 16.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hooper

[Space Above This Line For Recording Data]

1685694

MORTGAGE

THIS MORTGAGE ("Security Instrument") is made on **October 8** 1996 . The mortgagor is **CHARLES W HUNT JR AND THERESA Y HUNT, HUSBAND AND WIFE** ("Borrower"). This Security Instrument is given to **Key Bank of Wyoming** which is organized and existing under the laws of **THE STATE OF WYOMING**, and whose address is **18th & Carey Avenue, Cheyenne, WY 82003** ("Lender"). Borrower owes Lender the principal sum of **Ninety-Six Thousand and No/100** Dollars (U.S.$ **96,000.00**). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **November 1, 2026**. 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 8-2 OF THE HUNT LOT DIVISION, SUBLETTE COUNTY, WYOMING, AS SET OUT AND DELINEATED ON THE MAP RECORDED NOVEMBER 30, 1993 IN BOOK 62 OF MISC., PAGE 304.

which has the address of **141 MEADOW LARK LANE** [Street] **PINEDALE** [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.

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[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 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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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 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

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again become[redacted]ble and is obtained. Borrower shall [redacted] the premiums required to maintain mortg[redacted] 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 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 off 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 Substances 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-UNIFORMCOVENANTS. 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.

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If Lender exercises 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:

Karen E. Olsen Witness

Karen E. Olsen Witness

Charles W Hunt Jr (Seal)
CHARLES W HUNT JR -Borrower

Theresa Y. Hunt (Seal)
THERESA Y HUNT -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Space Below This Line For Acknowledgment]

STATE OF WYOMING, Sublette County ss:

On this 8 day of October, 1996, before me, the subscriber, personally appeared **CHARLES W HUNT JR AND THERESA Y HUNT, 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 **they** acknowledged to me that **their** executed the same.

KAREN E. OLSEN - NOTARY PUBLIC
County of Sublette: State of Wyoming
My Commission Expires: 5/20/2000

My commissio

Karen E. Olsen
Notary Public

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RECORDED October 8 1996 M
IN BOOK 66 MTG PAGE 282
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Tracey L Hoover

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ASSIGNMENT

LOAN NO. 1685694NK

FOR VALUE RECEIVED, Key Bank of Wyoming
18th & Carey Avenue, Cheyenne, WY 82003
herein referred to as the "assignor", hereby sells, assigns, transfers and sets over to Key Mortgage Services Inc., 127 Public Square, Cleveland, Ohio 44114, a corporation organized and existing under the laws of the United States of America and referred to as the "assignee", without recourse, all of its rights, title and interest in and to a certain mortgage deed dated 10/8/96
executed and delivered to the assignor by CHARLES W HUNT JR AND THERESA Y HUNT, HUSBAND AND WIFE
to Key Bank of Wyoming
and filed for record with the SUBLETTE County Recorder on October 8 1996 at 450 o'clock PM, as Instrument No. 259047, in Volume 66 MTG, Page 276, together with the promissory note secured thereby and referred to herein.

IN WITNESS WHEREOF, the Assignment has been executed this 8th day of October, 1996.

In the presence of:

Key Bank of Wyoming

BY: S. Roszel
Name: S. Roszel
Title: Officer

Name:

AND: Edie Bowling
Name: Edie Bowling
Title: Officer

Name:

STATE OF COLORADO
COUNTY OF ARAPAHOE

Before me, a Notary Public in and for said County and State personally appeared S. Roszel and Edie Bowling of Key Bank of Wyoming the corporation which executed the foregoing instrument for and on behalf of said corporation, being thereunto duly authorized, and that the same is their free act and deed individually and as such officers and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____ this 8th day of October, 1996.

LUIS A. QUINONES NOTARY PUBLIC STATE OF COLORADO

My Commission Expires June 12, 1999

Notary Public
REG #

Qualified in County

980.52.0389 [JF 3/95]
ASSIGNMENT (KB to KMSI)

CWH TY11

259043

RECORDED October 8 19 96 M
IN BOOK 66 MTG PAGE 283
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

4:50 P

ASSIGNMENT

LOAN NO. 1685694NK

FOR VALUE RECEIVED, Key Mortgage Services Inc., 127 Public Square, Cleveland, Ohio 44114, herein referred to as the "assignor", hereby sells, assigns, transfers and sets over to Countrywide Home Loans, Inc. , 400 Countrywide Way, Simi Valley, CA 93065 , a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA and referred to as the "assignee", without recourse, all of its rights, title and interest in and to a certain mortgage deed dated , executed and delivered to the assignor by CHARLES W HUNT JR AND THERESA Y HUNT, HUSBAND AND WIFE

to Key Bank of Wyoming
and filed for record with the SUBLETTE County Recorder on October 8, 1996
at 450 o'clock PM, as Instrument No. 259047 in Volume 66 MTG, Page 276 ,
together with the promissory note secured thereby and referred to herein.

IN WITNESS WHEREOF, the Assignment has been executed this 8th day of October, 1996

In the presence of:

Key Mortgage Services Inc.

Name: _____

BY: _____
Name: S. Roszel
Title: Officer

Name: _____

AND: _____
Name: Edie Bowling
Title: Officer

STATE OF COLORADO
COUNTY OF ARAPAHOE

Before me, a Notary Public in and for said County and State personally appeared S. Roszel and Edie Bowling of Key Mortgage Services Inc., the corporation which executed the foregoing instrument for and on behalf of said corporation, being thereunto duly authorized, and that the same is their free act and deed individually and as such officers and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____ this 8th day of October, 1996

NOTARIAL SEAL
LUIS A. QUINONES
STATE OF COLORADO

My Commission Expires June 12, 1999

Notary Public
REG #

Qualified in County

980.52.0390A [Uniform - J0390A - 3/95]
ASSIGNMENT (KMSI to Servicer)

CWH TVH

284 Rlsd. BK 18 pg 483 6/5/97

MORTGAGE

THIS MORTGAGE, made as of the 10th day of October, 19 96, from **CHRISTINE R. SCHMIDT,** a single woman, of P.O. Box 324, LaBarge, WY 83123, hereinafter referred to as "Mortgagor", to **KENNETH M. FEAR, JR.** and **MARY LOU FEAR,** 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 775, Big Piney, WY 83113, hereinafter referred to as "Mortgagees".

The Mortgagor, for and in consideration of the sum of Thirteen Thousand Six Hundred and NO/100 ($13,600.00) 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 Thirteen Thousand Six Hundred and NO/100 ($13,600.00) Dollars together with interest at the rate of ten percent (10%) per annum thereon shall be paid in seventy-two (72) equal monthly installments of interest and principal of $251.95 each. Payments of said monthly installments shall begin on 12/1/96 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 10/10/96 and paid from 10/10/96 until 11/1/96 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 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 $15.00 after ten (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.

259072

RDED Oct. 11 1996 8:30 A.M.
Mtg 284
14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
by Cat Sexton

This Mortgage is subject to the express condition that, if the Mortgagor pays, or causes 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 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 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 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.

(d) Mortgagor 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 Mortgagees as additional loss payees 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 Mortgagees. The payment clause shall be made payable to the Mortgagees and Mortgagor as her 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 Mortgagor 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 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 Mortgagor defaults in the payment of such insurance, taxes, assessments or other lawful charges, the Mortgagees 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 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 Mortgagor 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 Mortgagor agrees 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 Mortgagor (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 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 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 Mortgagor 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 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.

Christine R Schmidt
CHRISTINE R. SCHMIDT

STATE OF Wyoming)
COUNTY OF Sublette)

The foregoing **MORTGAGE** was acknowledged before me by CHRISTINE R. SCHMIDT, this 10th day of October, 1996.

Witness my hand and official seal.

Kathryn Johnsey
County of
Sublette
My Commission Expires

Notary Public
State of
Wyoming

My Commission Expires: 2-11-2000

Kathryn Johnsey
NOTARY PUBLIC

EXHIBIT "A"

Lot Two (2), Block Three (3) of the Ball First Addition to the Town of Marbleton, 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.

Acc [redacted] 52451037046

259081

RECORDED October 11 1996 11:30AM
IN BOOK 66 MTG PAGE 289
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
by Bethany A. Boris

This instrument was prepared by:

FIRST UNION HOME EQUITY BANK, N. A.
NC 0373
(Name)

CHARLOTTE NC 28288
(Address)

MORTGAGE

THIS MORTGAGE is made this 10th day of October 1996, between the Mortgagor, CHRISTOPHER A. ROORK and KRISTIN M. ROORK ("Borrower"), and the Mortgagee, FIRST UNION HOME EQUITY BANK, N. A. (herein a national banking association organized and existing under the laws of the United States of America, whose address is CONS-14 0361 CHARLOTTE, NC 28288 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. $ 100,000.00, which indebtedness is evidenced by Borrower's note dated October 10 1996 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 October 15 2011;

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 Two (2) of the Fremont Road 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 of Sublette County, Wyoming; TOGETHER with all improvements and appurtenances thereunto appertaining.

which has the address of 94 FREMONT LAKE ROAD (Street) PINEDALE (City) WY (State) 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."

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.

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 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.

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.

[redacted] [redacted] [redacted]

10. .ssors 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.

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.

19. Legislation. If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering 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. 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 21, "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 21, "Environmental law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety, or environmental protection.

22. 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, HAVE executed the same voluntarily on the date the same bears date.

GIVEN under my hand and official seal this 16 day of October, 19 96.

DEBI K. RULAND – NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Sept. 14, 2000

_____
Notary Public

AFTER RECORDING MAIL TO:

ROCK SPRINGS NATIONAL BANK
333 BROADWAY PO BOX 880
ROCK SPRINGS, WY 82902-0880

259085

RECORDED October 11 1996 2:50 PM
IN BOOK 66 MTG Pg 293
FEES $16.00 Mary L Lloyd CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoover

LOAN NO. 40-2036-8

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 10, 1996 . The mortgagor is RICHARD D. PIERCE and CHARLENE K. PIERCE, HUSBAND AND WIFE

This Security Instrument is given to ROCK SPRINGS NATIONAL BANK, ("Borrower").

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 Twenty Thousand Dollars and no/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 October 10, 2016 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications 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 BOULDER LAKE COUNTRY ESTATES, FIRST FILING, SUBLETTE COUNTY, WYOMING.

which has the address of 2 FOREST TRAIL [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.

Rlsd Bk 19 Rel. pg. 423 12-7-98 293

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. Bor[redacted]'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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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:

RICHARD D. PIERCE (Seal) -Borrower

Social Security Number 530-30-2450

CHARLENE K. PIERCE (Seal) -Borrower

Social Security Number 530-34-7644

(Seal) -Borrower
Social Security Number 530-30-7450

(Seal) -Borrower
Social Security Number 530-34-7644

[Space Below This Line For Acknowledgment]

STATE OF ~~WYOMING~~ IDAHO, BONNEVILLE County ss:

The foregoing instrument was acknowledged before me this October 09 (date), 1996

by RICHARD D. PIERCE and CHARLENE K. PIERCE, HUSBAND AND WIFE

(person acknowledging)

My Commission expires: 8.7.97

Notary Public

259089

Requested, Prepared by, and
When Recorded Mail to:
COUNTRYWIDE FUNDING CORP.
400 Countrywide Way
Simi Valley, CA 93065
Attn: Bob Greenhalgh SV-79

RECORDED Oct. 14 1996 8:10AM
BOOK 160 Mtg. PAGE 299
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

CFC Loan # 4204988

Monogram Ln # 52-502978

Space Above for Recorders Use Only

CORPORATION ASSIGNMENT OF MORTGAGE

This form is furnished by Countrywide Funding Corporation, 400 Countrywide Way, Simi Valley, CA 93063
For valuable consideration, the undersigned hereby grants, assigns, and transfers to :
Monogram Home Equity Corporation, its successors and assigns,
2180 So. 1300 East, Salt Lake City, UT 84106
All interest under that certain Mortgage dated: 5-10-95
Executed by: GORDON & WENDY L. BOMAN
Mortgagor as per Mortgage recorded as Instrument No. 252117
on 5-15-95 in Book 161 MTG Page 722 of official records in the county recorder's office of SUBLETTE County, State of WYOMING.
Original Mortgage $ 45,000.00 PIN#
Township: Address: 23 MONTE VISTA RD. CORA, WY 82925

AS DESCRIBED IN SAID MORTGAGE AND REFERRED TO HEREIN.

Together with the Note or Notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Mortgage.

Dated : February 15, 1996
State of California
County of Ventura

Countrywide Funding Corporation

BY: _____
Holly Dixon, Vice President

On February 15, 1996 Before me the undersigned, a Notary Public in and for said state, personally appeared Holly Dixon, Vice President 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

Signature _____
Margaret L. McCoy, Notary Public

MARGARET L. MC COY
COMM. # 1045751
Notary Public — California
VENTURA COUNTY
My Comm. Expires NOV 27, 1998

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[redacted] [redacted] [redacted]

259103

RECORDED October 14 19[redacted] 9:20 AM
IN BOOK 66 MTG PAGE 300
FEES $ 9.00 [signature] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
by Bethany C Bess

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

STEVEN J. BURT and **TAMMY A. BURT,** husband and wife, and **DON M. BUNNELL,** a married man dealing in his sole and separate property, mortgagors, of P.O. Box 1789, Evanston, WY 84047, to secure the payment of Eighty-Two Thousand Ten and NO/100 ($82,010.00) Dollars, payable in one payment of $91,031.10, which includes interest at the rate of 11% per annum from 5/23/96, said payment is due in full on or before 5/23/97, 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 Bridle Bit Ranches Large Tract Development, 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, also described as:
> Township 33 North, Range 109 West of the 6th P.M., Sublette County, Wyoming;
> Section 25: SE¼NE¼;
> TOGETHER WITH all improvements and appurtenances, water and water rights, ditch and ditch rights, and 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.
> SUBJECT TO restrictions and covenants governing Bridle Bit Ranches Large Tract Development.

The mortgagors agree to pay the indebtedness hereby secured, and to pay all taxes and assessments on said premises and in case the mortgagors shall fail to pay such taxes and assessments as aforesaid, the mortgagee may pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured, and shall draw interest at the same rate.

In case default shall be made in the payment of the above sum hereby secured, or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable, and the mortgagee, 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. 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.

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

DATED this 22 day of August, 1996

STEVEN J. BURT

TAMMY A. BURT

DON M. BUNNELL

STATE OF Wyoming)
) ss.
COUNTY OF Uinta)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by STEVEN J. BURT and TAMMY A. BURT, this 3rd day of September, 1996.

Witness my hand and official seal.

SUSAN F STRAUB - NOTARY PUBLIC
COUNTY OF UINTA — STATE OF WYOMING
MY COMMISSION EXPIRES JULY 28, 2000

NOTARY PUBLIC

My Commission Expires: July 28, 2000

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by DON M. BUNNELL, this 22nd day of August, 1996.

Witness my hand and official seal.

NOTARY PUBLIC
STATE OF UTAH
My Commission Expires
October 25, 1999
SUSAN H. HANSEN
6925 Union Park Center #410
Midvale, Utah 84047

NOTARY PUBLIC

My Commission Expires:

ASSIGNMENT OF PROMISSORY NOTE AND MORTGAGE

Carrol G. Timmins, by and through his Conservator George L. Thompson and his Guardian Ad-litem, Thomas A. Fasse, for good and valuable consideration, do hereby convey to CollectionCenter Wyoming and St. John's Hospital and Nursing Home, all of Carrol G. Timmins' right, title and interest in a certain Promissory Note and Mortgage from Robert Beard, Florence Beard and Michael Beard Mortgagors to Carrol G. Timmins Mortgagee, said Promissory Note being executed on the 10th of December 1994, and Mortgage being executed on the 21st of December, 1994, copies of this Promissory Note and Mortgage are attached hereto and incorporated herein as Exhibits "A" and "B" respectively, and the Mortgage encumbering the following described real property:

T35N, R111W Sublette County, Wyoming

Section 11: S/2S/2

Section 14: N/2, N/2S/2, EXCLUDING therefrom the W/2W/2NW/4SW/4, and the parcels of land located in the W/2 of Section 14 more particularly described in Warranty Deed recorded November 14, 1988, in Book 28 of Deeds, page 565. Consisting of 580 acres more or less.

It is agreed by the parties that the proceeds of this Promissory Note and Mortgage shall first be applied to satisfy the Judgement of CollectionCenter Wyoming, Inc. against Carrol G. Timmins in Teton County District Court Docket No. 10142 in the approximate amount of $58,000, next to satisfy the charges previously incurred by Carrol G. Timmins to the St. John's Hospital and Nursing Home which have not been reduced to Judgement and next to pay the ongoing costs of care of Carrol G. Timmins owed to the St. John's Hospital and Nursing Home.

It is further agreed by the parties that all proceeds of the assigned note and mortgage in excess of the Judgement, incurred costs of care and ongoing costs of care incurred by Carrol G. Timmins at the St. John's Hospital and Nursing Home will be paid to George Thompson, the Conservator of the estate of Carrol G. Timmins.

It is further agreed by the parties that this assignment must be approved by the Sublette County Probate Court in Docket No. 1469 and that the Probate Court shall have the power to make further orders effecting the care and estate of Carrol G. Timmins.

By executing this document, the Conservator, George L. Thompson and the Guardian Ad-litem, Thomas A. Fasse, are assigning the Promissory Note and mortgage to CollectionCenter Wyoming, Inc. by the terms and conditions contained herein.

DATED this 26 day of September, 1996.

GEORGE L. THOMPSON, Conservator of the Estate of Carrol G. Timmins

THOMAS A. FASSE, Guardian Ad-~~litem~~ for Carrol G. Timmins

259104

RECORDED Oct. 14 1996 9:20 AM
IN BOOK Misc PAGE 302
FEES $8.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Smith

STATE OF WYOMING)
: ss
County of Fremont)

The foregoing Assignment of Promissory Note and Mortgage was acknowledged before me by Thomas A. Fasse, Guardian Ad-litem for Carrol G. Timmins, this 30 day of September, 1996.

Witness my hand and official seal.

NORA BRAZELTON - NOTARY PUBLIC
County of Fremont — State of Wyoming
My Commission Expires Dec. 11, 1997

Nora Brazelton
Notary Public
My Commission expires: Dec 11, 1997

STATE OF WYOMING)
: ss
County of Teton)

The foregoing Assignment of Promissory Note and Mortgage was acknowledged before me by George L. Thompson, Conservator for Carrol G. Timmins, this 19th day of September, 1996.

Witness my hand and official seal.

JUDI ROICE - NOTARY PUBLIC
County of Teton — State of Wyoming
My Commission Expires Nov. 23, 1999

Judi Roice
Notary Public
My Commission expires: 11-23-99

The foregoing terms and conditions are acceptable to CollectionCenter Wyoming, Inc., the Judgement creditor and assignee of the Promissory Note and Mortgage.

DATED this ____ day of _____, 1996.

_____
ROBERT A. MONTEITH, Attorney for CollectionCenter Wyoming, Inc.

STATE OF WYOMING)
: ss
County of _____)

The foregoing Acceptance of Terms and Conditions was acknowledged before me by Robert A. Monteith, Attorney for CollectionCenter Wyoming, Inc., this ____ day of September, 1996.

Witness my hand and official seal.

_____
Notary Public
My Commission expires:_____

[redacted] [redacted] [redacted]

RECEIVED

EUGENE H. SIEMS SHONA L. SIEMS 6 LITTLE TURTLE LANE DANIEL, WY 83115 **MORTGAGOR** "I" includes each mortgagor above.	THE BANK OF JACKSON HOLE P.O. BOX 7000, 990 W. BROADWAY JACKSON, WY 83001 **MORTGAGEE** "You" means the mortgagee, its successors and assigns.

OCT 07 1996

TETON CO., ID
CLERK RECORDER

REAL ESTATE MORTGAGE: For value received, I, EUGENE H. SIEMS AND SHONA L. SIEMS, HUSBAND AND WIFE, mortgage, grant and convey to you, with power of sale, on SEPTEMBER 30, 1996, 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: 6 LITTLE TURTLE LANE (Street), DANIEL (City), Wyoming 83115 (Zip Code)

LEGAL DESCRIPTION:

TRACT NO. 34 OF THE REDSTONE WARREN BRIDGE SUBDIVISION, SECOND FILING SUBLETTE COUNTY, WYOMING

259106

RECORDED Oct. 14 1996 10:25 A
IN BOOK 164 mtg PAGE 304
FEES $ 8.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

FILED
AT THE REQUEST OF

AT ____ MINUTES PAST ____ M
DATE ____
CLERK OF RECORD
BY ____
DEPUTY

PARCEL #01-00-03513

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 SEPTEMBER 30, 1996 IN THE AMOUNT OF $16,385.13

The above obligation is due and payable on DECEMBER 10, 2001 if not paid earlier.

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of $16,385.13 * * * * * * * * Dollars ($ 16,385.13), 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 Eugene H. Siems
EUGENE H. SIEMS

X Shona L. Siems
SHONA L. SIEMS

ACKNOWLEDGMENT: STATE OF WYOMING, County of ____ } ss:

Individual or Corporation with Seal

The foregoing instrument was acknowledged before me by EUGENE H. SIEMS AND SHONA L. SIEMS, HUSBAND AND WIFE this 30th day of Sept 1996.

Corporation with no Seal

The foregoing instrument was acknowledged before me by ____ this ____ day of ____, a corporation, has no corporate seal.

KATHLEEN M. LE VASSEUR - NOTARY PUBLIC
County of Teton State of Wyoming
My Commission Expires June 27, 2000

Witness my hand and official seal.

My commission expires: 6-27-00

Kathleen M. LeVasseur
(Notary Public)

©1985 BANKERS SYSTEMS, INC., ST. CLOUD, MN 56301 (1-800-397-2341) FORM OCP-MTG-WY 6/27/91

WYOMING

Rlsd. Bk 19 Rel. Pg. 134 4/27/98

304

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.

Document Prepared by:
DOCX A[redacted]T SERVICES
When Re[redacted]Mail to:
DOCX
1 S. LIMESTONE ST., SUITE 350
SPRINGFIELD, OHIO 45502
ATTN: POST PRODUCTION

EC: [redacted]
LEGAL:
BATCH#:2
FILM#:

259109

RECORDED Oct. 14 1996 10:50 AM
IN BOOK 166 mts. PAGE 306
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

Project No.: 1996-44
Assignor No.: 3568273
Assignee No.:
Pool No.: 0030293
PIN/Tax ID #
Investor No.:
Property Address:
118 BLACK ROCK ROAD
DANIEL WY 83115

This space for Recorder's Use Only

ASSIGNMENT OF MORTGAGE

For good and valuable consideration, the sufficiency of which is hereby acknowledged, ***The Prudential Home Mortgage Company, Inc., D/B/A PHMC, Inc. and P.H. Mortgage Company, Inc., A New Jersey Corporation***
whose address is: **5325 Spectrum Drive, Frederick, MD 21701**
by these presents does convey, grant, bargain, sell, assign, transfer and set over to:
Norwest Mortgage, Inc., A California Corporation
whose address is: **405 SW 5th Street, Des Moines, IA 50328**
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.
Said Mortgage is recorded in the State of **WYOMING** County of
SUBLETTE Official records on **08/23/95** / / / as Document No.:
/ in Book : **62** /
590 / on Certificate No.: at Page:

Original Loan Amount: $ **70000.00** Loan Date: **08/21/95**
Original Mortgagor: **LEWIS W. EDWARDS, AN UNMARRIED PERSON**

Original Mortgagee: **The Prudential Home Mortgage Company, Inc.**

IN WITNESS WHEREOF, the undersigned association by its Board of Directors has caused this instrument to be executed by its duly authorized officers.
DATE OF TRANSFER: **05/16/96**

The Prudential Home Mortgage Company, Inc., D/B/A PHMC, Inc. and P.H. Mortgage Company, Inc., A New Jersey Corporation

Tammy Shorb
Witness
Tammy Shorb

Jean Wood
Witness
Jean Wood

THE PRUDENTIAL HOME MORTGAGE CO INC CORPORATE SEAL 1978 NEW JERSEY

Officer:
Bruce Rice
Vice President

Pat Musselwhite
Attest
Pat Musselwhite
Assistant Secretary

State of Maryland
County of Frederick
On **05/16/96** before me, **Lucille V. Barkley**, the undersigned, personally appeared
Bruce Rice, *Vice President*
of The Prudential Home Mortgage Company, Inc., D/B/A PHMC, Inc. and P.H. Mortgage Company, Inc., A New Jersey Corporation
the **Vice President** address being **5325 Spectrum Drive, Frederick, MD 21701**
proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her authorized capacity and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.
WITNESS my hand and seal.

Lucille V. Barkley
Notary Public, State of **Maryland**
Lucille V. Barkley
My commission expires: **12/07/99**

LUCILLE V. BARKLEY NOTARY PUBLIC FREDERICK COUNTY MARYLAND

3568273*

FHLMC
4575

Pool Number 0030293

Loan Number 3568273

307

State WY County name SUBLETTE

LEGAL DESCRIPTION:

LOT 16 OF THE GREEN RIVER RANCH, UNIT A, SUBLETTE COUNTY, WYOMING

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the First Security Bank of Wyoming, a corporation organized and existing under the state of Wyoming, the mortgagee named in that certain mortgage hereinafter described, does hereby transfer, assign, set over and convey all of its right, title and interest in and to said mortgage, which was given to said mortgagee by Robert T. Wallendorff and Barbara G. Wallendorff, Husband and Wife, and appears recorded in book 66 of mortgages, beginning on page 251 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

LOT 10, BLOCK 1 OF THE HENNICK'S SECOND ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

Together with the note or notes secured thereby, to the **FIRST SECURITY BANK, N.A.**, 405 South Main, Salt Lake City, UT 84157 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 27th day of September, 1996.

RECORDED October 14 1996 2:20 P
IN BOOK 66 MTG 308
FEES 6.00 Tracy L Hoover CLERK
SUBLETTE COUNTY, PINEDALE WYO.
By Tracy L Hoover
259114

FIRST SECURITY BANK OF WYOMING,

BY: Pete F. Delaurante
Pete F. Delaurante
Vice President

ATTEST: Lisa M. Marchetti
Lisa M. Marchetti-Mortgage Lender

STATE OF WYOMING
COUNTY OF SWEETWATER

The foregoing instrument was acknowledged before me by Pete F. Delaurante this 27th day of September, 1996.

Witness my hand and official seal.

Debra S. Hawkins
Notary Public

My Commission expires: 09-27-99

DEBRA S. HAWKINS - NOTARY PUBLIC
COUNTY OF SWEETWATER
STATE OF WYOMING
MY COMMISSION EXPIRES 09-27-99

309

MORTGAGE

THIS MORTGAGE, made as of the 11th day of October, 19 96, from **JOHN H. PENNINGTON and BETTY JO PENNINGTON,** husband and wife, of 745 Stephens, Green River, WY 82935, hereinafter referred to as "Mortgagors", to **CRAIG L. CRANDALL and MERLE JO CRANDALL, Trustees of the Crandall Family Revocable Trust, Dated February 23, 1996,** of P.O. Box 99, Pinedale, WY 82941, hereinafter referred to as "Mortgagees".

The Mortgagors, for and in consideration of the sum of Twenty-Three Thousand and NO/100 ($23,000.00) 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 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 Twenty-Three Thousand and NO/100 ($23,000.00) Dollars together with interest at the rate of ten percent (10%) per annum thereon shall be paid in sixty (60) equal monthly installments of interest and principal of $488.68 each. Payments of said monthly installments shall begin on 11/11/96 and continue in like amount on or before the same day of each and every month thereafter until paid in full. Interest shall accrue on the principal amount from 10/11/96. 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 $24.44 after ten (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.

259116

RECORDED October 14 1996 2:20 PM
BOOK 66 MTG PAGE 309
14 Mary L Hoover COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Tracy L Hoover

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 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 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 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.

JOHN H. PENNINGTON

Betty Jo Pennington
BETTY JO PENNINGTON

DONNA S. WILLIAMS - NOTARY PUBLIC
COUNTY OF SUBLETTE — STATE OF WYOMING
MY COMMISSION EXPIRES SEPT. 8, 1999

STATE OF Wyoming)
)
COUNTY OF Sublette)

The foregoing **MORTGAGE** was acknowledged before me by JOHN H. PENNINGTON and BETTY JO PENNINGTON, this 11th day of October, 1996.

Witness my hand and official seal.

D.W.
B/F Betty Jo Pennington
NOTARY PUBLIC
Donna S Williams

My Commission Expires:
9/8/99

312

EXHIBIT "A"

Lot Eight (8), and the West Half (W½) of Lot Nine (9) of the Gypsum Creek Subdivision No. 3, 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 recorded 6/7/77 in Book 33 of Misc., Page 1 and as amended by instrument recorded 6/30/77, in Book 33 of Misc., Page 29 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.

259159

RECORDED October 17 1996 12:00P
IN BOOK 66 MTG PAGE 314
FEES $16.00 Mary L Lyle COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoover

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 17, 1996
The mortgagor is RICHARD W STEEGE and DEBBIE L STEEGE, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to FARM CREDIT SERVICES OF THE MIDLANDS, FLCA which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 206 S. 19TH ST., OMAHA, NE 68102

("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100********** Dollars (U.S. $ 125,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on NOVEMBER 1, 2026. 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 NEW FORK SOCIAL CLUB SUBDIVISION, SUBLETTE COUNTY, WYOMING.

which has the address of SUBLETTE, CO RD #23-123 [Street] PINEDALE [City]
Wyoming 82941 [Zip Code] ("Property Address");

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Rlsd BK 19 Rel pg 394 11-17-98

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 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

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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.

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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:

_____

_____

Richard W. Steege (Seal)
RICHARD W STEEGE -Borrower
Social Security Number _____

Debbie L. Steege (Seal)
DEBBIE L STEEGE -Borrower
Social Security Number _____

_____ (Seal)
-Borrower
Social Security Number _____

_____ (Seal)
-Borrower
Social Security Number _____

STATE OF WYOMING, LINCOLN County ss:

The foregoing instrument was acknowledged before me this October 17, 1996 (date) by Richard W. Steage and Debbie L. Steege (person acknowledging)

My Commission expires:

Brad W. Willford
Notary Public

BRAD W. WILLFORD - NOTARY PUBLIC
COUNTY OF LINCOLN STATE OF WYOMING
My Commission Expires October 15, 1998.

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Please [redacted] orded Document To:

[redacted] [redacted] 538743TEM

NORWEST MORTGAGE, INC.
DOCUMENT MANAGEMENT
P.O. BOX 980
FREDERICK, MD 21705-0980

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24.00 Mary L. Lee COUNTY CLERK
PINEDALE WYOMING
By Cathy Buxton

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 9, 1996
The mortgagor is MARY LYNN WORL, AN UNMARRIED PERSON
("Borrower"). This Security Instrument is given to
NORWEST MORTGAGE, INC.
under the laws of THE STATE OF CALIFORNIA, which is organized and existing
and whose address is 405 SW FIFTH STREET, DES MOINES, IA 50309
("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED TWENTY THOUSAND AND NO/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 NOVEMBER 1, 2026. 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 IS ATTACHED HERETO AS SCHEDULE "A" AND MADE A PART HEREOF.

THIS IS A PURCHASE MONEY MORTGAGE.

which has the address of 26 E. PINEDALE ROAD [Street],
PINEDALE [City], Wyoming 82941 [Zip Code] ("Property Address");

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

[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

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]

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:

Cynthia J Dewey

Mary Lynn Worl (Seal)
MARY LYNN WORL -Borrower

CYN

[Space Below This Line for Acknowledgment]

[redacted] [redacted] [redacted]

ACKNOWLEDGMENT
(for Individual Borrowers)

STATE OF Washington)
) ss.
COUNTY OF Walla Walla)

On this 11th day of October, 1996, before me personally appeared Mary Lynn Ward

to me known to be the person/persons 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.

Cynthia J. Delaney
Notary Public

My Commission Expires: 7-31-97

FIRST AMERICAN

EXHIBIT "A"

A tract of land comprising a portion of Lot 2, Section 3, Township 33 North, Range 109 West of the 6th Principal Meridian, Wyoming and bounded and circumscribed by the following traverse:

Commencing at a point which bears S89°50'E., a distance of 666.1 feet from the N1/4 Corner of Section 3, Township 33 North, Range 109 West of the 6th P.M., thence South a distance of 418 feet to a point; thence N89° 56'E., a distance of 617.2 feet to a point; thence N0° 12'W., a distance of 415.2 feet to a point; thence N89° 50'W., a distance of 616.1 feet to the point of beginning of this tract.

SECOND HOME RIDER

4538743TEM

THIS SECOND HOME RIDER is made on this 9th day of OCTOBER, 1996, 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 NORWEST MORTGAGE, INC.
(the "Lender") of the same date and covering the property described in the Security Instrument (the "Property"), which is located at: 26 E. PINEDALE ROAD
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 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 [illegible] Property to any timesharing or other shared ownership arrangement or to any rental pool or [illegible] that requires Borrower either to rent the Property or give a management firm or any other person total [illegible] the occupancy or use of the Property. Borrower shall not, however, be prohibited from executing a [illegible] agreement with a management firm or other person regarding the Property as long as Borrower: (i) will occupy the property for at least two weeks every year, (ii) is able to terminate the agreement at Borrower's reasonable discretion, and (iii) the agreement does not violate the above provisions. 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.

Mary Lynn Worl (Seal)
MARY LYNN WORL -Borrower

MULTISTATE SECOND HOME RIDER
Single Family - FNMA Uniform Instrument

Form 3890 09/90 (Page 1 of 1)
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ACKNOWLEDGMENT
(for Individual Borrowers)

STATE OF Washington)
) ss.
COUNTY OF Walla Walla)

On this 11th day of October, 19 96, before me personally appeared Mary Lynn Word

to me known to be the person/persons 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.

Cynthia J Dewey
Notary Public

My Commission Expires: 7-31-97

[redacted] [redacted] [redacted]

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

R. VAN GRAHAM, a single man, mortgagor, of P.O. Box 688, Pinedale, WY 82941, to secure the payment of Twenty-Four Thousand Five Hundred Thirteen and 92/100 ($24,513.92) Dollars, payable in 120 equal monthly payments of $323.95 each, which include interest at the rate of 10% per annum from 10/16/96; first said monthly payment is due on or before 11/16/96 and on the 16th 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:

> East 54.5 feet of Lots Nine (9) and Ten (10), Block One (1) of the 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, EXCEPTING THEREFROM the South 2 feet of said Lot Nine (9);
> 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 replacement 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

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FILED Oct. 21. 1996 8:45 A.M.
BOOK 166 mtg PAGE 330
FEES $ 8.00
SUBLETTE COUNTY, PINEDALE WYOMING COUNTY CLERK
By Cathy Jacton

3/16/00 [redacted] Released Bk 20 Rel Pg 322, 330

dollars, as attorney's fees. 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.

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

DATED this 16 day of October, 1996.

R. VAN GRAHAM

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by R. VAN GRAHAM, this 16th day of October, 1996.

Witness my hand and official seal.

Emma Lou Mason
NOTARY PUBLIC

My Commission Expires:

EMMA LOU MASON - NOTARY PUBLIC
COUNTY OF SUBLETTE
MY COMMISSION EXPIRES 4-2-99

[redacted] [redacted] [redacted]

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

ALAN C. HUSTON, a single man, mortgagor, of P.O. Box 1793, Pinedale. WY 82941, to secure the payment of Forty Thousand and NO/100 ($40,000.00) Dollars, payable in one payment of $44,400.00, which includes interest at the rate of 11% per annum from 10/14/96, said payment is due on or before 10/14/97, 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 Fifteen (15) of the Tyler Second 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, 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 Tyler Second 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 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 replacement 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

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By Cathy Sutton

hereunder, together with all cost of sale and foreclosure, including reasonable dollars, as attorney's fees. 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.

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

DATED this 14th day of October, 1996.

ALAN C. HUSTON

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by ALAN C. HUSTON, this 14th day of October, 1996.

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires:

SHARI PAPE
County of
Sublette
My Commission Expires
Notary Public
State of
Wyoming
Aug. 7, 2000

SHARI PAPE * NOTARY PUBLIC * SUBLETTE COUNTY, WYOMING

[redacted] [redacted] [redacted]

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

PHILLIP W. BELVEAL and **AMY S. BELVEAL,** husband and wife, mortgagors, of P.O. Box 864, Pinedale, WY 82941, to secure the payment of Fifty-Six Thousand and NO/100 ($56,000.00) Dollars, payable in one payment of $62,160.00, which includes interest at the rate of 11% per annum from 10/16/96, said payment is due on or before 10/16/97, 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 parcel of land located in the W½NE¼ of Section 34, Township 34 North, Range 109 West of the 6th P.M., Sublette County, Wyoming and to be known as Lot No. Five (5) of the proposed Symes Subdivision, Sublette County, Wyoming, more particularly described as follows:
Beginning at a point which bears N.89°27'W., 713.10 feet and S.41°20'W., 2067.60 feet from the Northeast corner of said Section 34;
thence S.48°40'E., 435.60 feet to a point;
thence S.41°20'W., 100 feet to a point;
thence N.48°40'W., 435.60 feet to a point;
thence N.41°20'E., 100.00 feet to the point of beginning;

EXCEPTING THEREFROM a parcel of land described as follows:

Beginning at the Southeast corner of Lot Five (5) of the proposed Symes Subdivision;
thence N.48°40'W., 30.00 feet to a point;
thence S.41°20'W., 100.00 feet to a point;
thence S.48°40'E., 30.00 feet to a point;
thence N.41°20'E., 100.00 feet to the point of beginning, as set out in that certain Warranty Deed to Kenneth Symes and Dolores Symes, husband and wife, recorded August 21, 1964 in Book 12 of Deeds, page 329;
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 replacement 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

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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. 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.

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

DATED this 21st day of OCTOBER, 1996.

PHILLIP W. BELVEAL

AMY S. BELVEAL

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by PHILLIP W. BELVEAL and AMY S. BELVEAL, this 21st day of October, 1996.

Witness my hand and official seal.

Susan Gulbrandsen
NOTARY PUBLIC

My Commission Expires: 2/21/1999

Susan Gulbrandsen Notary Public
County of Sublette State of Wyoming
My Commission Expires: Feb. 21, 1999

SUSAN GULBRANDSEN NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

[redacted] [redacted] [redacted]

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

PHILLIP W. BELVEAL and **AMY S. BELVEAL,** husband and wife, mortgagors, of P.O. Box 864, Pinedale, WY 82941, to secure the payment of Fifty-Six Thousand and NO/100 ($56,000.00) Dollars, payable in one payment of $62,160.00, which includes interest at the rate of 11% per annum from 10/16/96, said payment is due on or before 10/16/97, 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), 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 replacement 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. If the property described herein is sold under foreclosure or otherwise and the proceeds are insufficient to pay the total indebtedness hereby

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8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

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by Tracey L Hoover 336 Rlsd. BK 19 Rel. pg. 83

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.

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

Mortgagee is aware that there is an existing first mortgage encumbering said real property. Mortgagors covenant to pay said first mortgage in a timely manner and to fulfill their obligation thereunder. A breach of the terms of said first mortgage shall also be a breach and default of this mortgage.

DATED this 21st day of October, 1996.

PHILLIP W. BELVEAL

AMY S. BELVEAL

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by PHILLIP W. BELVEAL and AMY S. BELVEAL, this 21st day of October, 1996.

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires: 2/21/1999

SUSAN GULBRANDSON * NOTARY PUBLIC * STATE OF WYOMING * SUBLETTE COUNTY

Susan Gulbrandson
County of
Sublette
My Commission Expires
Notary Public
State of
Wyoming
Feb. 21, 1999

KeyBank

Key Bank of Wyoming
KEMMERER CENTER
801 PINE AVE.
KEMMERER, WY 83101
307-877-4441 (Lender)

HOME EQUITY LINE MORTGAGE

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IN BOOK Lee MTG PAGE 338
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SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

BORROWER	MORTGAGOR
CLIFFORD W. LONG FLORENCE G. LONG	CLIFFORD W. LONG FLORENCE G. LONG , HUSBAND AND WIFE
ADDRESS P.O. BOX 184 LA BARGE, WY 83123	ADDRESS P.O. BOX 184 LA BARGE, WY 83123
TELEPHONE NO. 801-649-8433	TELEPHONE NO. 801-649-8433
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	$40,000.00	10/11/96	10/11/26	962601543350	

(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; and

(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 any taxes or against the Obligations. Any funds applied may, at Lender's option, be applied in reverse order of the due date thereof.

[redacted] [redacted] [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) commits fraud or makes a material misrepresentation at any time in connection with the Obligations or this Mortgage, including, but not limited to, false statements made by Mortgagor about Mortgagor's income, assets, or any other aspects of Mortgagor's financial condition;
(b) fails to meet the repayment terms of the Obligations; or
(c) violates or fails to comply with a covenant contained in this Mortgage which adversely affects the Property or Lender's rights in the Property, including, but not limited to, transferring title to or selling the Property without Lender's consent, failing to maintain insurance or to pay taxes on the Property, allowing a lien senior to Lender's to result on the Property without Lender's written consent, allowing the taking of the Property through eminent domain, allowing the Property to be foreclosed by a lienholder other than Lender, committing waste of the Property, using the Property in a manner which would be destructive to the Property, or using the Property in an illegal manner which may subject the Property to seizure or confiscation.

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 AND ATTORNEYS' FEES. Upon default by borrower or Mortgagor under the Obligations and referral of this Mortgage to an attorney who is not a salaried employee of Lender, Mortgagor agrees to pay Lenders reasonable attorneys' fees. Additionally, Mortgagor agrees to pay all reasonable expenses incurred by Lender in foreclosing and realizing on the Property.

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.

Spouse of Grantor upon the consideration aforesaid, does hereby release and forever quit-claim unto Lender, as Mortgagee, all his/her rights of homestead in and to the above granted 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 11TH day of OCTOBER, 1996.

MORTGAGOR: **CLIFFORD W. LONG**

CLIFFORD W. LONG

MORTGAGOR:

MORTGAGOR: **FLORENCE G. LONG**

FLORENCE G. LONG

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

STATE OF WYOMING)
) ss:
COUNTY OF Lincoln)

On this 11 day of October, 1996, before me personally appeared Clifford W. Long
Florence G. Long
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 11 day of October, 1996.

(SEAL)

Paula M. Ferentchak
Notary Public
Lincoln County, WY
My Commission Expires
Nov 10, 1999

Paula M. Ferentchak
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)

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

TOWNSHIP 27 NORTH, RANGE 114 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING
SECTION 32: SW 1/4 SE 1/4

SCHEDULE B

FIRST MORTGAGE HELD BY NORWEST BANK NEBRASKA

AFTER RECORDING RETURN TO LENDER AT ITS ADDRESS DESCRIBED ABOVE.

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the First Security Bank of Wyoming, a corporation organized and existing under the state of Wyoming, the mortgagee named in that certain mortgage hereinafter described, does hereby transfer, assign, set over and convey all of its right, title and interest in and to said mortgage, which was given to said mortgagee by Cody W. Saxton and Cathy A. Saxton, and appears recorded in book 66 of mortgages, beginning on page 89 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

LOT 1 OF THE TYLER SECOND SUBDIVISION, SUBLETTE COUNTY, WYOMING.

Together with the note or notes secured thereby, to the **FIRST SECURITY BANK, N.A.**, 405 South Main, Salt Lake City, UT 84157 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 29th day of August, 1996.

FIRST SECURITY BANK OF WYOMING,

BY: _____
Val Wilcox-Vice President

ATTEST: _____
Lisa Marchetti-Mortgage Lender

STATE OF WYOMING
COUNTY OF SWEETWATER

The foregoing instrument was acknowledged before me by Val Wilcox this 29th day of August, 1996.

Witness my hand and official seal.

_____
Notary Public

My Commission expires: 09-27-99

DELSA S. HAWKINS - NOTARY PUBLIC
COUNTY OF SWEETWATER
STATE OF WYOMING
MY COMMISSION EXPIRES: 09-27-99

RECORDED October 21 1996 1229 PM
BOOK 66 MTG PAGE 343
6.00 Mary L Lufkin COUNTY CLERK
By Tracey L Hoover

259200

Document Prepared by:
DOCX A[redacted] SERVICES
When P[redacted] ail to:
DOCX
1 S. LIMESTONE ST., SUITE 380
SPRINGFIELD, OHIO 45502
ATTN: POST PRODUCTION

EC: [redacted]

LEGAL:

259220

RECORDED Oct. 22 1996 10:35 A.M.
IN BOOK 166 Mtg. PAGE 344
FEES $ 8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

Project No.: 96-52
Assignor No.: 8067753
Assignee No.:
Pool No.: 388257
PIN/Tax ID #
Investor No.: 8067753
Property Address:
527 EAST 5TH STREET
MARBLETON WY 83113

This space for Recorder's Use Only

ASSIGNMENT OF MORTGAGE

For good and valuable consideration, the sufficiency of which is hereby acknowledged, ***Norwest Mortgage, Inc., a California Corporation***

whose address is: **405 S.W. 5th Street, Des Moines, IA 50328**
by these presents does convey, grant, bargain, sell, assign, transfer and set over to:
Countrywide Home Loans, Inc., a New York Corporation
whose address is: **155 North Lake Avenue, Pasadena, CA 91101**
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.
Said Mortgage is recorded in the State of **WYOMING** County of **SUBLETTE**
Official records on **02/24/94** as Document No.: **245393** / in Book : **59** / at Page: **122** / on Certificate No.:
Original Loan Amount: $ **35174.00** Loan Date: **02/18/94**
Original Mortgagor: **RICHARD A.ANDERSON AND BARB J. ANDERSON, HUSBAND AND WIFE**
Original Mortgagee: **COLORADO FIRST MORTGAGE INC**

IN WITNESS WHEREOF, the undersigned corporation by its Board of Directors has caused this instrument to be executed by its duly authorized officers.
DATE OF TRANSFER: **08/02/96** ***Norwest Mortgage, Inc., a California Corporation***

Diane Harris
Witness
Diane Harris

Forest Dyer
Witness
Forest Dyer

NORWEST MORTGAGE INC CORPORATE -O- SEAL CALIFORNIA

Wetona Walchner
Officer:
Wetona Walchner
Vice President

Attest
Lisa Whalen
Assistant Secretary

State of Ohio
County of Clark
On **08/02/96** before me, **Jacqueline N. Marshall**, the undersigned, personally appeared **Wetona Walchner**, ***Vice President*** **of Norwest Mortgage, Inc., a California Corporation**

the **Vice President** address being **405 S.W. 5th Street, Des Moines, IA 50328**
proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her authorized capacity and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.
WITNESS my hand and seal.

Notary Public, State of **Ohio**
Jacqueline N. Marshall
My commission expires: **04/23/01**
Last Assignment:

NOTARIAL SEAL STATE OF OHIO

Recorded / /
Book
Page
#

8067753

Pool Number 388257
Loan Number 8067753

345

State WY County name SUBLETTE

LEGAL DESCRIPTION:

LOT 1 OF THE SAGE RANCH NO 1 ADDITION TO THE TOWN OF MARBELTON, SUBLETTE COUNTY, WYOMING. HAVING PROPERTY ADDRESS OF 527 EAST 5TH STREET, MARBLETON, WYOMING 83113.

Document Prepared by:
DOCX [redacted] SERVICES
When [redacted] ail to:
DOCX
1 S. LIMESTONE ST., SUITE 350
SPRINGFIELD, OHIO 45502
ATTN: POST PRODUCTION

EC: [redacted]

LEGAL: X

[redacted]

259221

RECORDED Oct. 22 1996 12:35pm
BOOK 146 mtg PAGE 346
8.00
SUBLETTE COUNTY, PINEDALE WYOMING COUNTY CLERK
By Cathy Saxton

Project No.: 96-52
Assignor No.: 8066656
Assignee No.:
Pool No.: 393146
PIN/Tax ID #
Investor No.: 8066656
Property Address:
235 NORTH MICKELSON STREET
BIG PINEY WY 83113

This space for Recorder's Use Only

ASSIGNMENT OF MORTGAGE

For good and valuable consideration, the sufficiency of which is hereby acknowledged, ***Norwest Mortgage, Inc., a California Corporation***

whose address is: **405 S.W. 5th Street, Des Moines, IA 50328**
by these presents does convey, grant, bargain, sell, assign, transfer and set over to:
Countrywide Home Loans, Inc., a New York Corporation
whose address is: **155 North Lake Avenue, Pasadena, CA 91101**
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.
Said Mortgage is recorded in the State of **WYOMING** County of **SUBLETTE**
Official records on **02/28/94** / / / as Document No.: **245435** /
in Book : **59** / at Page: **150** /
on Certificate No.:
Original Loan Amount: $ **54754.00** Loan Date: **02/23/94**
Original Mortgagor: **JOHN S. PARRA AND ELVIRA A. PARRA, HUSBAND AND WIFE**

Original Mortgagee: **COLORADO FIRST MORTGAGE INC**

IN WITNESS WHEREOF, the undersigned corporation by its Board of Directors has caused this instrument to be executed by its duly authorized officers.
DATE OF TRANSFER: **08/02/96** ***Norwest Mortgage, Inc., a California Corporation***

Witness
Diane Harris

Witness
Forest Dyer

NORWEST MORTGAGE INC CORPORATE - 0 - SEAL CALIFORNIA

Officer:
Wetona Walchner
Vice President

Attest
Lisa Whalen
Assistant Secretary

State of Ohio
County of Clark

On **08/02/96** before me, **Jacqueline N. Marshall**, the undersigned, personally appeared **Wetona Walchner**, ***Vice President*** **of Norwest Mortgage, Inc., a California Corporation**

the **Vice President** address being **405 S.W. 5th Street, Des Moines, IA 50328**
proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her authorized capacity and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.
WITNESS my hand and seal.

Notary Public, State of **Ohio**
Jacqueline N. Marshall
My commission expires: **04/23/01**
Last Assignment:

NOTARIAL SEAL STATE OF OHIO

Recorded / /
Book
Page
#

8066656

346

80166656

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.

Recording requested by:
Wallick and Volk, Inc.

When recorded, return to:
Wallick and Volk, Inc.
Attn: Donna S. Harr
P.O. Box 685
Cheyenne, WY 82003-0685

Investor No. 379820
W&V Loan No. 247502

259231

RECORDED Oct. 22 1996 2:30p
BOOK Lele mtg & L 348
6.00

By Cathy Sexton

This space for Recorder's use

Corporation Assignment of Mortgage

For value received, the undersigned hereby grants, assigns and transfers to **FIDELITY SAVINGS BANK** all beneficial interest under that certain Mortgage

Dated: **December 23, 1993**
Executed by: **Robert W. Maxam and Julie A. Maxam, Husband and Wife**, Mortgagor(s),
To: **Wallick & Volk, Inc.**, Mortgagee/Beneficiary, and
Recorded on: **January 6, 1994**, as Instrument No. **244855**,
in Book No. **58**, Page/Image **675**,
Of official records in the Office of **Sublette** County, **Wyoming**, describing land therein as:

Legal description more particularly described in Mortgage of record.

Together with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Mortgage.

WALLICK AND VOLK, INC. CORPORATE SEAL WYOMING

Wallick and Volk, Inc.

By _____
Jennifer C. Merrill, Vice President

State of Wyoming }
}ss
County of Laramie }

On September 19, 1996 before me personally appeared Jennifer C. Merrill, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

DONNA S. HARR - NOTARY PUBLIC
County of Laramie
State of Wyoming
My Commission Expires Apr. 19, 1999

_____
Donna S. Harr, Notary Public
Commission Expires: April 19, 1999

349 Rlsd. BK 20 Rel. pg 23 7/14/99

MICHAEL PARKER 17940 VALLEY VISTA BLVD ENCINO, CA 91316	THE JACKSON STATE BANK P.O. BOX 1788 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, MICHAEL PARKER, A SINGLE PERSON, mortgage, grant and convey to you, with power of sale, on OCTOBER 22, 1996, 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: ~~17940 VALLEY VISTA BLVD~~ Tract 3-2, Sheet7, Hoback Ranches (Street) ~~ENCINO~~ Bondurant (City), Wyoming ~~91316~~ 82922 (Zip Code)

LEGAL DESCRIPTION:

TRACT 3E OF THE DAVID A. PIERCE LOT DIVISION, AS SET OUT AND DELINEATED ON PLAT RECORDED OCTOBER 16, 1996 IN BOOK 66 OF MISC., PAGE 380, IN THE OFFICE OF THE SUBLETTE COUNTY CLERK, SUBLETTE COUNTY, WYOMING.

259264

RECORDED Oct. 23, 1996 4:30 PM
IN BOOK 166 mtg. & Lse. PAGE 349
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Barton

located in _____ 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):
CONSUMER LOAN #28077 DATED 10/22/96

The above obligation is due and payable on OCTOBER 22, 2001 if not paid earlier.

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of $37,200.00 * * * * * * * * Dollars ($ 37,200.00), 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 Michael Parker
MICHAEL PARKER

ACKNOWLEDGMENT: STATE OF ~~WYOMING~~ CAL, County of LA) ss:

Individual or Corporation with Seal

The foregoing instrument was acknowledged before me by MICHAEL PARKER, A SINGLE PERSON this 21 day of OCT 96.

Corporation with no Seal

The foregoing instrument was acknoweldged before me by _____ this _____ day of _____, a corporation, has no corporate seal.

MOSHE FRIEDUCH
Commission #1061262
Notary Public — California
Los Angeles County
My Comm. Expires Dec 17,1999

Witness my hand and official seal

My commission expires: 10-21-96

Moshe Friedluch (Notary Public)

© 1985 BANKERS SYSTEMS, INC., ST. CLOUD, MN 56301 (1-800-397-2341) FORM OCP-MTG-WY 6/27/91

WYOMING

[redacted] [redacted] [redacted]

COVENANTS

1. Payments. I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the secured debt exclusive of interest or principal, second, to interest and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.

2. Claims against Title. I will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, and other charges relating to the property when due. You may require me to provide to you copies of all notices that such amounts are due and the receipts evidencing my payments. I will defend title to the property against any claims that would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.

3. Insurance. I will keep the property insured under terms acceptable to you at my expense and for your benefit. This insurance will include a standard mortgage clause in your favor. You will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.

4. Property. I will keep the property in good condition and make all repairs reasonably necessary. I will give you prompt notice of any loss or damage to the property.

5. Expenses. I agree to pay all of the expenses you incur, including reasonable attorneys' fees, if I breach any covenants in this mortgage or in any obligation secured by this mortgage. I will pay these amounts to you as provided in Covenant 10 of this mortgage.

6. Default and Acceleration. If I fail to make any payment when due or breach any covenants under this mortgage, any prior mortgage or any obligation secured by this mortgage, you may, at your option, accelerate the maturity of the secured debt and demand immediate payment, and exercise any other remedy available to you. You may enforce this mortgage by exercising any remedy provided by law, including, but not limited to, the power of sale. You will be entitled to a judgment for any deficiency as provided by law.

If you elect to exercise your power of sale, you will give notice of your intent to foreclose by advertisement and sale as provided by law. You will publish notice of the sale and sell the property according to applicable law. The proceeds of the sale will be applied first to the costs and expenses of the sale including, but not limited to, reasonable attorneys' fees, then to payment of the secured debt, and finally, if there is any surplus, to the person(s) legally entitled to it.

7. Assignment of Rents and Profits and Lender in Possession. I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If you accelerate this mortgage as provided in paragraph 6 or if I abandon the property, you are entitled to enter upon, take possession and manage the property, and collect the rents and profits of the property, either in person, by agent or by court appointed receiver, until the expiration of any period of redemption following judicial sale. Except when otherwise directed by the court, any rents and profits you collect will be applied first to the costs of managing the property and collecting the rents and profits, including, but not limited to, receivers fees, court costs, and reasonable attorneys' fees, and then to payments on the secured debt as provided in Covenant 1.

8. Prior Security 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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RECORD AND RETURN TO:
MELLON MORTGAGE COMPANY
P.O. BOX 4883
HOUSTON, TEXAS 77210

351 Rlsd. Bk 20 Rel. pg. 201 11/15/99

[Space Above This Line For Recording Data]

MORTGAGE

630227

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 02 , 1996 . The mortgagor is WILLIAM P. JORDAN ("Borrower"). This Security Instrument is given to MELLON MORTGAGE COMPANY, A COLORADO CORPORATION which is organized and existing under the laws of THE STATE OF COLORADO , and whose address is 1775 SHERMAN STREET, SUITE 2300, DENVER, COLORADO 80203 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED FORTY THOUSAND THREE HUNDRED AND 00/100---------- Dollars (U.S. $ 140,300.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on NOVEMBER 01, 2026. 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 A35 OF THE BOULDER LAKE COUNTRY ESTATES, FOURTH FILING, SUBLETTE COUNTY, WYOMING.

259272

RECORDED Oct. 24 1996 10:15 AM
IN BOOK Lolo Mtg. PAGE 351
FEES $ 20.00
SUBLETTE COUNTY, PINEDALE WYOMING COUNTY CLERK
By Cathy Barton

which has the address of 7 BRIDGER DRIVE [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.

WPF

[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 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.

WH _____ _____

[redacted] [redacted] [redacted]

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.

WBJ _____ _____

[redacted] [redacted] [redacted]

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	[XX] Planned Unit Development Rider	[ ] Biweekly Payment Rider
[ ] Balloon Rider	[ ] Rate Improvement Rider	[XX] 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:

Karen E. Olsen

_____

_____

WILLIAM P. JORDAN (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

[Space Below This Line For Acknowledgment]

STATE OF OREGON Wyoming, Sublette County ss: X

The foregoing instrument was acknowledged before me this OCTOBER 02, 1996 (date) by WILLIAM P. JORDAN (person acknowledging)

My Commission expires

Karen E. Olsen
Notary Public

KAREN E. OLSEN - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires: 5/2/97

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PLANNED UNIT DEVELOPMENT RIDER

630227

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 02ND day of OCTOBER, 1996, 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 MELLON MORTGAGE COMPANY, A COLORADO CORPORATION (the"Lender") of the same date and covering the Property described in the Security Instrument and located at: 7 BRIDGER DRIVE, BOULDER, WYOMING 82923

[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 the recorded Declarations of Covenants, Conditions & Restrictions.

(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.

WILLIAM P. JORDAN (Seal) -Borrower

(Seal) -Borrower

[redacted] [redacted] [redacted]

SECOND HOME RIDER

630227

THIS SECOND HOME RIDER is made on this 02ND day of OCTOBER , 1996 , 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 MELLON MORTGAGE COMPANY, A COLORADO CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument (the "Property"), which is located at:

7 BRIDGER DRIVE
BOULDER, WYOMING 82923

[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.

WILLIAM P. JORDAN _____(Seal)
Borrower

_____(Seal)
Borrower

_____(Seal)
Borrower

_____(Seal)
Borrower

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Sublette Co, Wy

ASSIGNMENT OF NOTES, LIENS, SECURITY INTERESTS, AND OTHER RIGHTS

This ASSIGNMENT OF NOTES, LIENS, SECURITY INTERESTS, AND OTHER RIGHTS (this "Assignment") dated effective as of the 25th day of September, 1996, is made by BANK ONE, TEXAS, NATIONAL ASSOCIATION, a national banking association, the address for which for purposes hereof is P. O. Box 2629, Houston, Harris County, Texas 77252-2629 ("Bank One"), CIBC, INC., a Delaware corporation, acting through its Atlanta Office, the address for which for purposes hereof is Two Paces West, 2727 Paces Ferry Road, Suite 1200, Atlanta, Fulton County, Georgia 30339 ("CIBC, Inc.") and DEN NORSKE BANK AS, a Norwegian Bank, the address for which for purposes hereof is 200 Park Avenue, 31st Floor, New York, New York County, New York ("DNB"), pursuant to the Credit Agreement described below (Bank One, CIBC, Inc. and DNB each individually, an "Assignor" and collectively, "Assignors"), in favor of CIBC INC., a Delaware corporation, the address for which for purposes hereof is 425 Lexington Avenue, 7th Floor, New York, New York County, New York 10017, BANK ONE, TEXAS, NATIONAL ASSOCIATION, a national banking association, the address for which for purposes hereof is 910 Travis, Houston, Harris County, Texas 77002, NATIONSBANK OF TEXAS, N.A., a national banking association, the address for which for purposes hereof is 901 Main Street, 14th Floor, Dallas, Dallas County, Texas 75283, COMERICA BANK-TEXAS, a Texas banking corporation, the address for which for purposes hereof is 1601 Elm Street, 2nd Floor, Dallas, Dallas County, Texas 75202, and DEN NORSKE BANK ASA, a Norwegian bank, the address for which for purposes hereof is 200 Park Avenue, 31st Floor, New York, New York County, New York 10166-0396 (each individually an "Assignee" and collectively, "Assignees").

W I T N E S S E T H:

WHEREAS, KCS Resources, Inc. and KCS Pipeline Systems, Inc. (collectively, the "Borrowers") and Bank One have heretofore entered into the Amended and Restated Credit Agreement dated March 15, 1994 (as amended from time to time, the "Bank One Credit Agreement"), pursuant to which Bank One has extended credit to the Borrowers;

WHEREAS, Assignors and the Borrowers have entered into certain amendments to the Bank One Credit Agreement pursuant to which Assignors extended credit to the Borrowers, the indebtedness with respect to which is evidenced by the following promissory notes executed by the Borrowers (the "Bank One Notes"):

1. Promissory Note dated November 7, 1995, in the stated principal amount of Sixty Million Dollars ($60,000,000), payable to the order of Bank One (the "Bank One Credit Note");

2. Promissory Note dated November 7, 1995, in the stated principal amount of Sixty Million Dollars ($60,000,000), payable to the order of CIBC, Inc. (the "CIBC, Inc. Credit Note"); and

259273

RECORDED Oct. 24 19 96 11:00 M
IN BOOK Idemts PAGE 359
FEES $ 80.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

3. Promissory Note dated December 5, 1995, in the stated principal amount of Forty Million Dollars ($40,000,000), payable to the order of DNB (the "DNB Credit Note").

WHEREAS, the indebtedness and obligations of the Borrowers to Assignors pursuant to the Bank One Credit Agreement and the documents and instruments executed in connection therewith, including, without limitation, the indebtedness evidenced by the Bank One Notes, are secured by the security instruments more particularly described in Exhibit A attached hereto and incorporated herein for all purposes by this reference (the "Security Instruments"); and

WHEREAS, each Assignor has agreed to assign to Assignees the Bank One Notes, the indebtedness evidenced by the Bank One Notes, the rights of Assignors under the Bank One Credit Agreement and the Security Instruments, and certain other rights and interests as described hereinbelow;

WHEREAS, upon the assignment made herein, the Borrowers have agreed to release Assignors from their obligations and liabilities under the Bank One Credit Agreement and the other Loan Documents (as such term is defined in the Bank One Credit Agreement and so used herein) and the Assignment is subject to such release;

NOW, THEREFORE, in consideration of the foregoing, the benefits to be derived by the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. ASSIGNMENT OF INTERESTS. Assignors have TRANSFERRED, GRANTED, ASSIGNED, SOLD, CONVEYED, and DELIVERED, and do hereby TRANSFER, GRANT, ASSIGN, SELL, CONVEY and DELIVER unto Assignees and their legal representatives, successors, and assigns, WITHOUT RECOURSE AND WITHOUT REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, except as provided hereinafter, the Bank One Notes, the right to payment of the indebtedness evidenced thereby, and any and all rights, titles, interests, liens, security interests, claims, priorities, demands, and equities now or hereafter existing in favor of Assignors in connection therewith or as security therefor, including, without limitation, those existing under the Bank One Credit Agreement, the Loan Documents not heretofore released, and the Security Instruments (all of the foregoing being the "Assigned Interests"); TO HAVE AND TO HOLD the Assigned Interests unto Assignees and their legal representatives, successors, and assigns forever.

2. APPOINTMENT OF COLLATERAL AGENT. Assignees have designated and appointed and hereby designate and appoint CIBC Inc., a Delaware corporation ("CIBC"), as collateral agent for itself and the other Assignees under this Assignment and the Loan Documents, pursuant to the terms of that certain Credit Agreement dated effective September 25, 1996, by and among the Borrowers, Canadian Imperial Bank of Commerce, CIBC and the other Assignees (CIBC, in such capacity, together with its successors in such capacity, the "Collateral Agent") and hereby assign to the Collateral Agent the legal title to the rights, titles, interests, liens, security interests, privileges, claims, priorities, demands, and

equities now or hereafter existing for the benefit of such Assignee under this Assignment and the Loan Documents.

3. WARRANTIES. The assignment by Assignors made and evidenced hereby is made WITHOUT RECOURSE AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, except that each Assignor represents and warrants to Assignees as to its Bank One Note that:

(i) Bank One is the owner of the Bank One Credit Note and the right to payment of the indebtedness evidenced thereby;

(ii) CIBC, Inc. is the owner of the CIBC, Inc. Credit Note and the right to payment of the indebtedness evidenced thereby;

(iii) DNB is the owner of the DNB Credit Note and the right to payment of the indebtedness evidenced thereby;

(iv) Assignors have the full right and authority to transfer and convey the Bank One Notes, the right to payment of the indebtedness evidenced thereby, and the rights, titles, interests, liens, security interests, claims, priorities, demands and equities now or hereafter existing in connection therewith or as security therefor being transferred and conveyed hereby;

(v) the execution and delivery by Assignors of this Assignment are within the corporate power of each Assignor and have been duly authorized by all necessary corporate action by each Assignor;

(vi) Assignors have not assigned, mortgaged, hypothecated, granted a security interest in, or otherwise encumbered any of the Assigned Interests to any other party; and

(vii) as of the date hereof, the principal balance of the Bank One Credit Note is $1,687,500, the principal balance of the CIBC, Inc. Credit Note is $1,687,500, and the principal balance of the DNB Credit Note is $1,125,000.

By accepting this Assignment, the Assignees confirm and agree that, the Assignors do not make any representation or warranty, nor shall they have any responsibility to the Assignees, with respect to the accuracy of any recitals, statements, representations or warranties contained in the Comerica Credit Agreement or in any other Loan Document or the value, validity, effectiveness, genuineness, execution, legality, enforceability or sufficiency of the Comerica Credit Agreement, the Comerica Notes or any other Loan Document or for any failure by any Borrower, the guarantor or any other person (other than Assignors) to perform any of its obligations thereunder or for the existence, value, perfection or priority of any collateral security or liens or the financial or other condition of any Borrower, the guarantor or any other person, or any other matter relating to the Comerica Credit Agreement or any other Loan Document or any extension of credit thereunder.

[redacted] [redacted] [redacted]

4. Endorsement and Delivery. To further evidence said transfer, each Assignor did endorse their respective Bank One Note, "Pay to the order of CIBC Inc., Bank One, Texas, National Association, NationsBank of Texas, N.A., Comerica Bank-Texas and Den norske Bank ASA, WITHOUT RECOURSE AND WITHOUT ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, except those set forth in the Assignment of Notes, Liens, Security Interests, and Other Rights dated effective the 25th day of September, 1996, by Bank One, Texas, National Association, CIBC, Inc., acting through its Atlanta Office, and Den norske Bank AS to CIBC Inc., Bank One, Texas, National Association, NationsBank of Texas, N.A., Comerica Bank-Texas and Den norske Bank ASA," and did deliver their respective Bank One Notes to Assignees. Each Assignor did deliver the original Loan Documents in its possession to Assignees.

5. Further Assurances. Each Assignor hereby covenants and agrees to execute such other and further instruments of assignment and/or transfer as may be reasonably necessary to effectuate the purposes of this Assignment and to properly vest in Assignees the rights of the mortgagee and/or secured party with respect to all liens and security interests held by or for the benefit of each Assignor as security for the payment of indebtedness evidenced by the Bank One Notes.

6. Consent and Release. The Borrowers join in the execution hereof to evidence their consent to the assignment made hereby and, effective immediately following the assignment made herein, release each Assignor from all claims, obligations and liabilities under the Bank One Credit Agreement and the other Loan Documents and the transactions contemplated therein.

7. Independent Investigation. Assignees join in the execution hereof to acknowledge that in making the decision to acquire the Assigned Interests and extend credit to the Borrowers, they have, independently and without reliance upon Assignors or their respective agents or any of their representatives, officers, directors, or employees, and based upon such documents and information as Assignees have deemed appropriate, made their own appraisal of and investigation into the business, operations, properties, condition, and creditworthiness of the Borrowers.

8. Counterparts. For the convenience of the parties, this Assignment may be executed in multiple counterparts and by different parties hereto in separate counterparts. For recording purposes, various counterparts of this Assignment have been executed, and there may be attached to each such counterpart (a) an Exhibit A containing the filing or recording data for the Security Instruments recorded in the county or state in which the particular counterpart hereof is to be filed or recorded, and/or (b) an Exhibit B containing only the description of certain Mortgaged Property (as such term is defined in the Security Instruments and so used herein) that is located in the county or state in which such counterpart is to be recorded. A complete original counterpart of this Assignment with complete execution pages and Exhibits may be obtained from the Collateral Agent. Each of the counterparts hereof so executed shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, this Assignment is executed effective as of the 25th day of September, 1996.

ASSIGNORS:

BANK ONE, TEXAS, NATIONAL ASSOCIATION

By:_____
Stephen M. Shatto
Vice President

CIBC, INC., ACTING THROUGH ITS ATLANTA OFFICE

By:_____
Gary Gaskill
Authorized Signatory

By:_____
Name:_____
Title:_____

DEN NORSKE BANK AS

By:_____
William V. Moyer
Vice President

By:_____
Name: J. MORTEN KREUTZ
Title: VICE PRESIDENT

(Signatures Continued on Next Page)

[redacted] [redacted] [redacted]

IN WITNESS WHEREOF, this Assignment is executed effective as of the 21 day of September, 1996.

ASSIGNORS:

BANK ONE, TEXAS, NATIONAL ASSOCIATION

By:_____
Stephen M. Shatto
Vice President

CIBC, INC., ACTING THROUGH ITS ATLANTA OFFICE

By:_____
Gary Gaskill
Authorized Signatory

By:_____
Name:_____
Title:_____

DEN NORSKE BANK AS

By:_____
William V. Moyer
Vice President

By:_____
Name:_____
Title:_____

(Signatures Continued on Next Page)

ASSIGNEES:

CIBC INC., as an Assignee and as Collateral Agent

By:_____
Marybeth Ross
Authorized Signatory

BANK ONE, TEXAS, NATIONAL ASSOCIATION

By:_____
Stephen M. Shatto
Vice President

NATIONSBANK OF TEXAS, N.A.

By:_____
Paul A. Squires
Senior Vice President

COMERICA BANK-TEXAS

By:_____
Daniel G. Steele
Senior Vice President

DEN NORSKE BANK ASA

By:_____
William V. Moyer
Vice President

By:_____
Name: J. MORTEN KREUTZ
Title: VICE PRESIDENT

(Signatures Continued on Next Page)

ASSIGNEES:

CIBC INC., as an Assignee and as Collateral Agent

By: _____
Marybeth Ross
Authorized Signatory

BANK ONE, TEXAS, NATIONAL ASSOCIATION

By: _____
Stephen M. Shatto
Vice President

NATIONSBANK OF TEXAS, N.A.

By: _____
Paul A. Squiers
Senior Vice President

COMERICA BANK-TEXAS

By: _____
Daniel G. Steele
Vice President

DEN NORSKE BANK ASA

By: _____
William V. Moyer
Vice President

By: _____
Name: _____
Title: _____

(Signatures Continued on Next Page)

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BORROWERS:

KCS RESOURCES, INC.

By: _____
Henry A. Jurand
Vice President

KCS PIPELINE SYSTEMS, INC.

By: _____
Henry A. Jurand
Vice President

[redacted] [redacted] [redacted]

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

COLORADO, NEW MEXICO AND WYOMING

The foregoing instrument was acknowledged before me this 30th day of September, 1996, by Stephen M. Shatto, Vice President of BANK ONE, TEXAS, NATIONAL ASSOCIATION, a national banking association, on behalf of the banking association.

MISSISSIPPI

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30th day of September, 1996, within my jurisdiction, the within named Stephen M. Shatto, who acknowledged that he is Vice President of BANK ONE, TEXAS, NATIONAL ASSOCIATION, a national banking association, and that for and on behalf of the said banking association, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said banking association so to do.

MONTANA and TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared Stephen M. Shatto, Vice President of BANK ONE, TEXAS, NATIONAL ASSOCIATION, a national banking association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of such banking association, and in the capacity therein stated.

NORTH DAKOTA

On this 30th day of September, in the year 1996, before me, personally appeared Stephen M. Shatto, known to me to be the Vice President of BANK ONE, TEXAS, NATIONAL ASSOCIATION, a national banking association, described in and that executed the within instrument, and acknowledged to me that such banking association executed the same in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City of Houston, State of Texas, this 30th day of September, 1996.

JOANNE M. THIGPEN
MY COMMISSION EXPIRES
March 16, 1997

Joanne M. Thigpen
NOTARY PUBLIC in and for
the State of Texas

THE STATE OF GEORGIA §
§
COUNTY OF FULTON §

COLORADO, NEW MEXICO AND WYOMING

The foregoing instrument was acknowledged before me this 25th day of September, 1996, by Gary Gaskill and ~~_____~~ CSH, Authorized Signatories of CIBC, INC., a Delaware corporation, acting through its Atlanta Office, on behalf of the corporation.

MISSISSIPPI

Personally appeared before me, the undersigned authority in and for the said county and state, on this 25 day of September, 1996, within my jurisdiction, the within named Gary Gaskill and ~~_____~~ CSH, who acknowledged that they are Authorized Signatories of CIBC, INC., a Delaware corporation, acting through its Atlanta Office, and that for and on behalf of the said corporation, and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

MONTANA and TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared Gary Gaskill and ~~_____~~ CSH, Authorized Signatories of CIBC, INC., a Delaware corporation, acting through its Atlanta Office, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, as the act and deed of such corporation, and in the capacity therein stated.

NORTH DAKOTA

On this 25 day of September, in the year 1996, before me, personally appeared Gary Gaskill and ~~_____~~ CSH, known to me to be Authorized Signatories of CIBC, INC., a Delaware corporation, acting through its Atlanta Office, described in and that executed the within instrument, and acknowledged to me that such corporation executed the same in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City of Atlanta, State of Georgia, this 25th day of September, 1996.

Carol J. Easton
NOTARY PUBLIC in and for
the State of Georgia

My Commission Expires March 12, 2000

[redacted] [redacted] [redacted]

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

COLORADO, NEW MEXICO AND WYOMING

The foregoing instrument was acknowledged before me this 30th day of September, 1996, by William V. Moyer, Vice President and J. Morten Kreutz, Vice President of DEN NORSKE BANK AS, a Norwegian bank, on behalf of the bank.

MISSISSIPPI

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30th day of September, 1996, within my jurisdiction, the within named William V. Moyer and J. Morten Kreutz, who each acknowledged that they are the Vice President and Vice President, respectively, of DEN NORSKE BANK AS, a Norwegian bank, and that for and on behalf of the said bank, and as its act and deed they each executed the above and foregoing instrument, after first having been duly authorized by said bank so to do.

MONTANA and TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared William V. Moyer, Vice President and J. Morten Kreutz, Vice President of DEN NORSKE BANK AS, a Norwegian bank, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, as the act and deed of such bank, and in the capacities therein stated.

NORTH DAKOTA

On this 30th day of September in the year 1996, before me, personally appeared William V. Moyer and J. Morten Kreutz, known to me to be the Vice President and Vice President, respectively, of DEN NORSKE BANK AS, a Norwegian bank, described in and that executed the within instrument, and acknowledged to me that such bank executed the same in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City of Houston, State of Texas, this 30th day of September, 1996.

JOANNE M. THIGPEN
MY COMMISSION EXPIRES
March 16, 1997

Joanne M. Thigpen
NOTARY PUBLIC in and for
the State of Texas

THE STATE OF NEW YORK §
§
COUNTY OF NEW YORK §

COLORADO, NEW MEXICO AND WYOMING

The foregoing instrument was acknowledged before me this 25 day of September, 1996, by Marybeth Ross, Authorized Signatory of CIBC Inc., a Delaware corporation, on behalf of the corporation.

MISSISSIPPI

Personally appeared before me, the undersigned authority in and for the said county and state, on this 25 day of September, 1996, within my jurisdiction, the within named Marybeth Ross, who acknowledged that she is an Authorized Signatory of CIBC Inc., a Delaware corporation, and that for and on behalf of the said corporation, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

MONTANA and TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared Marybeth Ross, Authorized Signatory of CIBC Inc., a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, as the act and deed of such corporation, and in the capacity therein stated.

NORTH DAKOTA

On this 25 day of September, in the year 1996, before me, personally appeared Marybeth Ross, known to me to be the Vice President of CIBC Inc., a Delaware corporation, described in and that executed the within instrument, and acknowledged to me that such corporation executed the same in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City of New York, State of New York, this 25 day of September, 1996.

Sabine Mitton
NOTARY PUBLIC in and for
the State of New York

SABINE MITTON
Notary Public, State of New York
No. 01MI5034021
Qualified in Kings County
Commission Expires October 3, 1995

[redacted] [redacted] [redacted]

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

COLORADO, NEW MEXICO AND WYOMING

The foregoing instrument was acknowledged before me this 30th day of September, 1996, by Stephen M. Shatto, Vice President of BANK ONE, TEXAS, NATIONAL ASSOCIATION, a national banking association, on behalf of the association.

MISSISSIPPI

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30th day of September, 1996, within my jurisdiction, the within named Stephen M. Shatto, who acknowledged that he is Vice President of BANK ONE, TEXAS, NATIONAL ASSOCIATION, a national banking association, and that for and on behalf of the said association and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said association so to do.

MONTANA and TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared Stephen M. Shatto, Vice President of BANK ONE, TEXAS, NATIONAL ASSOCIATION, a national banking association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of such association, and in the capacity therein stated.

NORTH DAKOTA

On this 30th day of September, in the year 1996, before me, personally appeared Stephen M. Shatto, known to me to be the Vice President of BANK ONE, TEXAS, NATIONAL ASSOCIATION, a national banking association, described in and that executed the within instrument, and acknowledged to me that such association executed the same in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City of Houston, State of Texas, this 30th day of September, 1996.

JOANNE M. THIGPEN
MY COMMISSION EXPIRES
March 16, 1997

NOTARY PUBLIC in and for
the State of Texas

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THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

COLORADO, NEW MEXICO AND WYOMING

The foregoing instrument was acknowledged before me this 30th day of September, 1996, by Paul A. Squires, Senior Vice President of NATIONSBANK OF TEXAS, N.A., a national banking association, on behalf of the association.

MISSISSIPPI

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30th day of September, 1996, within my jurisdiction, the within named Paul A. Squires, who acknowledged that he is Senior Vice President of NATIONSBANK OF TEXAS, N.A., a national banking association, and that for and on behalf of the said association and as its act and deed (s)he executed the above and foregoing instrument, after first having been duly authorized by said association so to do.

MONTANA and TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared Paul A. Squires, Senior Vice President of NATIONSBANK OF TEXAS, N.A., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed, as the act and deed of such association, and in the capacity therein stated.

NORTH DAKOTA

On this 30th day of September, in the year 1996, before me, personally appeared Paul A. Squires, known to me to be the Senior Vice President of NATIONSBANK OF TEXAS, N.A., a national banking association, described in and that executed the within instrument, and acknowledged to me that such association executed the same in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City of Houston, State of Texas, this 30th day of September, 1996.

JOANNE M. THIGPEN
MY COMMISSION EXPIRES
March 16, 1997

Joanne M. Thigpen
NOTARY PUBLIC in and for
the State of Texas

[redacted] [redacted] [redacted]

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

COLORADO, NEW MEXICO AND WYOMING

The foregoing instrument was acknowledged before me this 30th day of September, 1996, by Daniel G. Steele, Senior Vice President of COMERICA BANK-TEXAS, a Texas banking corporation, on behalf of the banking corporation.

MISSISSIPPI

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30th day of September, 1996, within my jurisdiction, the within named Daniel G. Steele, who acknowledged that he is Senior Vice President of COMERICA BANK-TEXAS, a Texas banking corporation, and that for and on behalf of the said banking corporation and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said banking corporation so to do.

MONTANA and TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared Daniel G. Steele, Senior Vice President of COMERICA BANK-TEXAS, a Texas banking corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of such banking corporation, and in the capacity therein stated.

NORTH DAKOTA

On this 30th day of September, in the year 1996, before me, personally appeared Daniel G. Steele, known to me to be the Senior Vice President of COMERICA BANK-TEXAS, a Texas banking corporation, described in and that executed the within instrument, and acknowledged to me that such banking corporation executed the same in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City of Houston, State of Texas, this 30th day of September, 1996.

JOANNE M. THIGPEN
MY COMMISSION EXPIRES
March 16, 1997

Joanne M. Thigpen
NOTARY PUBLIC in and for
the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

COLORADO, NEW MEXICO AND WYOMING

The foregoing instrument was acknowledged before me this 30th day of September, 1996, by William V. Moyer and J. Morten Kreutz Vice President and Vice President, respectively, of DEN NORSKE BANK ASA, a Norwegian bank, on behalf of the bank.

MISSISSIPPI

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30th day of September, 1996, within my jurisdiction, the within named William V. Moyer and J. Morten Kreutz acknowledged that they are Vice President and Vice President respectively, of DEN NORSKE BANK ASA, a Norwegian bank, and that for and on behalf of the said bank and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said bank so to do.

MONTANA and TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared William V. Moyer and J. Morten Kreutz, Vice President and Vice President, respectively, of DEN NORSKE BANK ASA, a Norwegian bank, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of such bank, and in the capacity therein stated.

NORTH DAKOTA

On this 30th day of September, in the year 1996, before me, personally appeared William V. Moyer and J. Morten Kreutz known to me to be the Vice President and Vice President, respectively, of DEN NORSKE BANK ASA, a Norwegian bank, described in and that executed the within instrument, and acknowledged to me that such bank executed the same in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City of Houston, State of Texas, this 30th day of September, 1996.

JOANNE M. THIGPEN
MY COMMISSION EXPIRES
March 16, 1997

Joanne M. Thigpen
NOTARY PUBLIC in and for
the State of Texas

[redacted] [redacted] [redacted]

THE STATE OF NEW JERSEY §
§
COUNTY OF MIDDLESEX §

COLORADO, NEW MEXICO AND WYOMING

The foregoing instrument was acknowledged before me this 25th day of Sept, 1996, by Henry A. Jurand, Vice President of KCS RESOURCES, INC., a Delaware corporation, on behalf of the corporation.

MISSISSIPPI

Personally appeared before me, the undersigned authority in and for the said county and state, on this 25th day of Sept, 1996, within my jurisdiction, the within named Henry A. Jurand, who acknowledged that he is Vice President of KCS RESOURCES, INC., a Delaware corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

MONTANA and TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared Henry A. Jurand, Vice President of KCS RESOURCES, INC., a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of such corporation and in the capacity therein stated.

NORTH DAKOTA

On this 25th day of Sept, in the year 1996, before me, personally appeared Henry A. Jurand, known to me to be the Vice President of KCS RESOURCES, INC., a Delaware corporation, described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City of Edison, State of New Jersey, this 25th day of Sept, 1996.

NOTARY PUBLIC in and for
the State of New Jersey

JANE RUNDELLA
A Notary Public of New Jersey
My Commission Expires July 11

THE STATE OF NEW JERSEY §
§
COUNTY OF MIDDLESEX §

COLORADO, NEW MEXICO AND WYOMING

The foregoing instrument was acknowledged before me this 25th day of July, 1996, by Henry A. Jurand, Vice President of KCS PIPELINE SYSTEMS, INC., a Delaware corporation, on behalf of the corporation.

MISSISSIPPI

Personally appeared before me, the undersigned authority in and for the said county and state, on this 25th day of July, 1996, within my jurisdiction, the within named Henry A. Jurand, who acknowledged that he is Vice President of KCS PIPELINE SYSTEMS, INC., a Delaware corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

MONTANA and TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared Henry A. Jurand, Vice President of KCS PIPELINE SYSTEMS, INC., a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of such corporation and in the capacity therein stated.

NORTH DAKOTA

On this 25th day of July, in the year 1996, before me, personally appeared Henry A. Jurand, known to me to be the Vice President of KCS PIPELINE SYSTEMS, INC., a Delaware corporation, described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City of Edison, State of New Jersey, this 25th day of July, 1996.

NOTARY PUBLIC in and for
the State of New Jersey

JANE RUNDELLA
A Notary Public of New Jersey
My Commission Expires July 12, 1998

[redacted] [redacted] [redacted]

EXHIBIT A

1. Deed of Trust, Assignment, Security Agreement, Financing Statement and Fixture Filing dated March 14, 1991, from The Lenape Resources Corporation, doing business in the State of Texas as Enercorp Resources, Inc. and Pomfret Production Co., Inc., to Arthur R. Gralla, Jr., Trustee for the benefit of Bank One, Texas, National Association, filed and recorded as follows:

JURISDICTION	FILING DATA
TEXAS	
Brazos County	Volume 1243, Page 378, Real Property Records
Colorado County	Volume 382, Page 226, Bond & Mortgage Records
Goliad County	Volume A114, Page 645, Deed of Trust Records
Hidalgo County	Volume 3047, Page 615, Official Public Records of Real Property
Howard County	Volume 366, Page 429, Deed of Trust Records
Karnes County	Volume 194, Page 113, Official Records
Madison County	Volume 378, Page 166, Official Records
Martin County	Volume 4, Page 187, Official Public Records
Starr County	Volume 629, Page 390, Official Public Records of Real Property
Val Verde County	Volume 359, Page 35, Deed of Trust Records

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Victoria County	Volume 1588, Page 704, Deed of Trust Records
Zapata County	Volume 438, Page 698, Official Records
Secretary of State	Utility Security Instrument No. 91-043851, filed March 14, 1991

2. Deed of Trust, Assignment, Security Agreement, Financing Statement and Fixture Filing effective as of January 16, 1992, from The Lenape Resources Corporation, d/b/a Enercorp Resources, Inc., in favor of Arthur R. Gralla, Jr., Trustee for the benefit of Bank One, Texas, National Association, filed and recorded as follows:

JURISDICTION	FILING DATA
MISSISSIPPI	
Jasper County (1st District)	Deed of Trust Book 81, Page 194
Jasper County (2nd District)	Deed of Trust Book 118, Page 20

3. Deed of Trust, Assignment, Security Agreement, Financing Statement and Assignment of Production effective January 1, 1993, from The Lenape Resources Corporation, doing business in the State of Texas as Enercorp Resources, Inc. to Arthur R. Gralla, Jr., Trustee for the benefit of Bank One, Texas, National Association, filed and recorded as follows:

JURISDICTION	FILING DATA
TEXAS	
Chambers County	Volume 93212, Page 385, Official Public Records
Colorado County	Volume 67, Page 229, Official Records
DeWitt County	Volume 217, Page 408, Deed of Trust Records

Duval County	Volume 153, Page 33, Official Records
Fort Bend County	Volume 2545, Page 2407, Official Records
Jackson County	Volume 13, Page 415, Official Records
Jasper County	Volume 186, Page 461, Deed of Trust Records
Karnes County	Volume 646, Page 390, Official Records
Lavaca County	Volume 27, Page 706, Official Records
Live Oak County	Volume 299, Page 447, Deed of Trust Records
McMullen County	Volume 120, Page 191, Deed of Trust Records
Starr County	Volume 674, Page 365, Official Public Records of Real Property
Webb County	Volume 130, Page 375, Official Public Records
Secretary of State	Utility Security Instrument No. 93-139094, filed July 16, 1993

4. Supplemental Deed of Trust, Assignment, Security Agreement, Financing Statement and Fixture Filing effective as of January 1, 1993, between The Lenape Resources Corporation, d/b/a Enercorp Resources, Inc. and Bank One, Texas, National Association, filed and recorded as follows:

JURISDICTION	FILING DATA
MISSISSIPPI	
Jasper County (1st District)	Deed of Trust Book 85, Page 254
Jasper County (2nd District)	Deed of Trust Book 124, Page 418

5. Supplemental Deed of Trust, Assignment, Security Agreement, Financing Statement and Fixture Filing effective as of February 27, 1993, between The Lenape Resources Corporation, d/b/a Enercorp Resources, Inc. and Bank One, Texas, National Association, filed and recorded as follows:

JURISDICTION	FILING DATA
TEXAS	
Brazos County	Volume 1798, Page 188, Official Records
Colorado County	Volume 59, Page 236, Official Records
Goliad County	Volume 0006, Page 333, Official Records
Hidalgo County	Volume 3047, Page 615, Official Public Records of Real Property
Howard County	Volume 383, Page 60, Deed of Trust Records
Karnes County	Volume 643, Page 332, Official Records
Madison County	Volume 403, Page 425, Official Records
Martin County	Volume 29, Page 43, Official Public Records

Starr County	Volume 671, Page 126, Official Public Records of Real Property
Val Verde County	Volume 578, Page 16, Official Public Records
Victoria County	Volume 60, Page 257, Official Records
Zapata County	Volume 477, Page 696, Official Records

6. Supplemental Deed of Trust, Assignment, Security Agreement, Financing Statement and Fixture Filing effective as of February 27, 1993, between The Lenape Resources Corporation, doing business in the State of Texas as Enercorp Resources, Inc. and Bank One, Texas, National Association, filed and recorded as follows:

JURISDICTION	FILING DATA
TEXAS	
Secretary of State	Amendment to Utility Security Instrument No. 91-043851, filed January 10, 1994

7. First Supplemental Deed of Trust, Assignment, Security Agreement, Financing Statement and Fixture Filing effective as of March 15, 1994, between KCS Resources, Inc. and Bank One, Texas, National Association, filed and recorded as follows:

JURISDICTION	FILING DATA
TEXAS	
Chambers County	Volume 94232, Page 737, Official Public Records
Colorado County	Volume 102, Page 249, Official Records
DeWitt County	Volume 220, Page 197, Deed of Trust Records

Duval County	Volume 167, Page 342, Official Records
Fort Bend County	Volume 2635, Page 1610, Official Records
Jackson County	Volume 29, Page 545, Official Records
Jasper County	Volume 190, Page 683, Deed of Trust Records
Karnes County	Volume 656, Page 510, Official Records
Lavaca County	Volume 40, Page 698, Official Records
Live Oak County	Volume 307, Page 318, Deed of Trust Records
McMullen County	Volume 122, Page 300, Deed of Trust Records
Starr County	Volume 689, Page 747, Official Records
Webb County	Volume 197, Page 349, Official Public Records
Secretary of State	Amendment to Utility Security Instrument No. 93-139094, filed March 18, 1994

8. Second Supplemental Deed of Trust, Assignment, Security Agreement, Financing Statement and Fixture Filing effective as of March 15, 1994, between KCS Resources, Inc. and Bank One, Texas, National Association, filed and recorded as follows:

JURISDICTION	FILING DATA
MISSISSIPPI	
Jasper County (1st District)	Deed of Trust Book 88, Page 249

Jasper County (2nd District)	Deed of Trust Book 128, Page 383
<u>TEXAS</u>	
Brazos County	Volume 2061, Page 327, Official Records
Colorado County	Volume 102, Page 263, Official Records
Goliad County	Volume 20, Page 311, Official Records
Hidalgo County	Document No. 375217, Official Public Records
Howard County	Volume 391, Page 521, Deed of Trust Records
Karnes County	Volume 656, Page 524, Official Records
Madison County	Volume 412, Page 185, Official Records
Martin County	Volume 39, Page 389, Official Public Records
Starr County	Volume 689, Page 759, Official Records
Val Verde County	Volume 594, Page 449, Official Public Records
Victoria County	Volume 106, Page 250, Official Records
Zapata County	Volume 494, Page 616, Official Records
Secretary of State	Amendment to Utility Security Instrument No. 91-043851, filed March 18, 1994

9. Assignment of Interest in Loan Documents and Ratification of and Amendment to Deed of Trust, Assignment, Security Agreement, Financing Statement and Fixture Filing dated as of September 29, 1994, among KCS Resources, Inc., KCS Pipeline Systems, Inc., Bank One, Texas, National Association, Individually and as Agent for CIBC, Inc., acting through its Atlanta Office, filed and recorded as follows:

JURISDICTION	FILING DATA
MISSISSIPPI	
Jasper County (1st District)	Deed of Trust Book 90, Page 265
(2nd District)	Deed of Trust Book 130, Page 823
TEXAS	
Brazos County	Volume 2220, Page 294, Official Records
Chambers County	Volume 94249, Page 795, Official Public Records
Colorado County	Volume 131, Page 80, Official Records
DeWitt County	Volume 222, Page 584, Deed of Trust Records
Duval County	Volume 177, Page 963, Official Records
Fort Bend County	Volume 2707, Page 1039, Official Records
Goliad County	Volume 28, Page 803, Official Records
Hidalgo County	Document No. 413443, Official Records
Howard County	Volume 397, Page 490, Deed of Trust Records

Jackson County	Volume 42, Page 756, Official Records
Jasper County	Volume 194, Page 395, Deed of Trust Records
Karnes County	Volume 664, Page 229, Official Records
Lavaca County	Volume 54, Page 103, Official Records
Live Oak County	Volume 314, Page 81, Deed of Trust Records
Madison County	Volume 418, Page 158, Official Records
Martin County	Volume 46, Page 634, Official Public Records
McMullen County	Volume 124, Page 382, Deed of Trust Records
Starr County	Volume 703, Page 266, Official Records
Val Verde County	Volume 606, Page 865, Official Public Records
Victoria County	Volume 138, Page 451, Official Records
Webb County	Volume 255, Page 626, Official Public Records
Zapata County	Volume 507, Page 57, Official Records
Secretary of State	Assignment of Utility Security Instrument No. 91-043851, filed January 17, 1995

Assignment of Utility Security Instrument No. 93-139094, filed January 17, 1995

10. Ratification of and Amendment to Deed of Trust, Assignment, Security Agreement, Financing Statement and Fixture Filing effective as of November 7, 1995, by and among KCS Resources, Inc., KCS Pipeline Systems, Inc. and Bank One, Texas, National Association, as Agent, filed and recorded as follows:

JURISDICTION	FILING DATA
MISSISSIPPI	
Jasper County (1st District)	Deed Trust Book 136, Page 340
Jasper County (2nd District)	Deed Trust Book 94, Page 535
TEXAS	
Brazos County	Volume 2497, Page 318, Real Property Records
Chambers County	Volume 95283, Page 754, Official Public Records
Colorado County	Volume 183, Page 438, Official Records
DeWitt County	Volume 227, Page 365, Deed of Trust Records
Duval County	Volume 199, Page 460, Official Records
Fort Bend County	Document No. 9601129, Real Property Records
Goliad County	Volume 47, Page 59, Official Records

Hidalgo County	Document No. 492446, Real Property Records
Howard County	Volume 409, Page 243, Deed of Trust Records
Jackson County	Volume 67, Page 331, Official Records
Jasper County	Volume 201, Page 248, Deed of Trust Records
Karnes County	Volume 680, Page 61, Official Records
Lavaca County	Volume 84, Page 79, Official Records
Live Oak County	Volume 325, Page 1, Deed of Trust Records
Madison County	Volume 433, Page 314, Official Public Records
Martin County	Volume 60, Page 128, Official Public Records
McMullen County	Volume 128, Page 353, Deed of Trust Records
Starr County	Volume 743, Page 518, Official Records
Val Verde County	Volume 630, Page 686, Official Public Records
Victoria County	Volume 198, Page 133, Official Records
Webb County	Volume 370, Page 689, Official Public Records
Zapata County	Volume 531, Page 412, Official Records

Secretary of State	Amendment of Utility Security Instrument No. 91-043851, filed January 29, 1996
	Amendment of Utility Security Instrument No. 93-139094, filed January 29, 1996

11. Mortgage, Indenture, Security Agreement, Financing Statement and Assignment of Production effective as of November 7, 1995, from KCS Resources, Inc., doing business as KCS Mountain Resources, Inc. to Bank One, Texas, National Association, as Agent, filed and recorded as follows:

JURISDICTION	FILING DATA
COLORADO	
Archuleta County	Document No. 1995008639, Mortgage Records
La Plata County	Document No. 698751, Mortgage Records
Moffat County	Document No. 363740, Mortgage Records

12. Mortgage, Deed of Trust, Indenture, Security Agreement, Financing Statement and Assignment of Production effective as of November 7, 1995, from KCS Resources, Inc., doing business as KCS Mountain Resources, Inc. to Arthur R. Gralla, Jr., Trustee for the benefit of Bank One, Texas, National Association, filed and recorded as follows:

JURISDICTION	FILING DATA
MONTANA	
Glacier County	Book 65, Page 103, Mortgage Records
Liberty County	Book 18, Page 146, Mortgage Records
Pondera County	Book 86, Page 294, Mortgage Records

Toole County	Book 65, Page 59, Mortgage Records
NEW MEXICO	
San Juan County	Book 1211, Page 688, Mortgage Records
NORTH DAKOTA	
Renville County	Book 158, Page 536, Mortgage Records
WYOMING	
Big Horn County	Book 31, Page 1797, Mortgage Records
Carbon County	Book 925, Page 73, Mortgage Records
Converse County	Book 1087, Page 265, Mortgage Records
Fremont County	Book 715, Page 403, Mortgage Records
Hot Springs County	Microfilm Book 65, Page 990
Lincoln County	Book 377, Page 707, Photo Records
Natrona County	Book 48, Page 1, Official Records
Park County	Book 276, Page 985, Mortgage Records
Sublette County	Book 102, Page 655, Oil & Gas Records
Sweetwater County	Book 870, Page 463, Mortgage Records

Washakie County	Microfilm Book 70, Page 1036

13. Ratification of and Amendment to Deed of Trust, Assignment, Security Agreement, Financing Statement and Fixture Filing dated as of December 14, 1995, by and among KCS Resources, Inc., KCS Pipeline Systems, Inc. and Bank One, Texas, National Association, as Agent, filed and recorded as follows:

JURISDICTION	FILING DATA
MISSISSIPPI	
Jasper County (1st District)	Deed of Trust Book 95, Page 204
Jasper County (2nd District)	Deed of Trust Book 136, Page 892
TEXAS	
Brazos County	Volume 2529, Page 140, Real Property Records
Chambers County	Volume 96287, Page 712, Official Public Records
Colorado County	Volume 186, Page 710, Official Records
DeWitt County	Volume 1, Page 875, Official Records
Duval County	Volume 201, Page 507, Official Records
Fort Bend County	Document No. 9609249, Official Records
Goliad County	Volume 0048, Page 641, Official Records
Hidalgo County	Document No. 501426, Official Records

Howard County	Volume 410, Page 128, Deed of Trust Records
Jackson County	Volume 69, Page 716, Official Records
Jasper County	Volume 202, Page 117, Deed of Trust Records
Karnes County	Volume 681, Page 767, Official Records
Lavaca County	Volume 88, Page 213, Official Records
Live Oak County	Volume 326, Page 200, Deed of Trust Records
Madison County	Volume 435, Page 344, Official Public Records
Martin County	Volume 61, Page 583, Official Public Records
McMullen County	Volume 129, Page 186, Deed of Trust Records
Starr County	Volume 747, Page 458, Official Records
Val Verde County	Volume 633, Page 617, Official Public Records
Victoria County	Volume 204, Page 459, Official Records
Webb County	Volume 381, Page 637, Official Public Records
Zapata County	Volume 534, Page 1, Official Records

Secretary of State	Amendment of Utility Security Instrument No. #91-043851, filed February 12, 1996; File No. 617759 Amendment of Utility Security Instrument No. #93-139094, filed February 12, 1996; File No. 617761

14. Ratification of and Amendment to Mortgage, Deed of Trust, Indenture, Assignment, Security Agreement, Financing Statement and Fixture Filing dated as of December 14, 1995, between KCS Resources, Inc., doing business as KCS Mountain Resources, Inc. and Bank One, Texas, National Association, as Agent, filed and recorded as follows:

JURISDICTION	FILING DATA
COLORADO	
Archuleta County	Record No. 1996000797
LaPlata County	Document No. 701274, Mortgage Records
Moffat County	Document No. 1996L 542, Mortgage Records
MONTANA	
Glacier County	Book 65, Page 139, Mortgage Records
Liberty County	Book 18, Page 154, Mortgage Records
Pondera County	Book 086, Page 505, Mortgage Records
Toole County	Book 65, Page 85, Mortgage Records
NEW MEXICO	
San Juan County	Book 1215, Page 365

NORTH DAKOTA	
Renville County	Book 157, Page 311, Mortgage Records
WYOMING	
Big Horn County	Microfilm Book 32, Page 651
Carbon County	Book 926, Page 236
Converse County	Book 1088, Page 455, Mortgage Records
Fremont County	Book 721, Page 440
Hot Springs County	Microfilm Book 66, Page 332
Lincoln County	Book 380, Page 267, Photo Records
Natrona County	Instrument No. 573902
Park County	Document No. 19961264
Sublette County	Book 103, Page 59, Oil & Gas Records
Sweetwater County	Book 0872, Page 1487
Washakie County	Microfilm Book 70, Page 2113

EXHIBIT B

MORTGAGED PROPERTIES TO BE ATTACHED IN JURISDICTIONS WHERE REQUIRED

EXHIBIT "A"

STATE OF WYOMING

COUNTY OF SUBLETTE

LESSOR	LESSEE	DATE	RECORDING BOOK	RECORDING PAGE	DESCRIPTION
Federal Lease #W-015317	R.L. Manning	06/01/52			Insofar and only insofar as said lease covers and includes the following described lands: T32N, R109W, 6th P.M. Section 9: S/2SW/4, SW/4SE/4
Federal Lease #WY-08589	Jean Harmon	10/01/51			Insofar and only insofar as said lease covers and includes the following described lands: T32N, R109W, 6th P.M. Section 17: SE/4NE/4, NE/4SE/4

RETURN TO:
JACKSON & WALKER
ATTORNEYS AND COUNSELORS
1100 LOUISIANA, SUITE 4200
P. O. BOX 4771
HOUSTON, TEXAS 77210-4771
ATTN: LINDA R. WILKES

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MORTGAGE, DEED OF TRUST, INDENTURE, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF PRODUCTION

(THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS)

FROM

KCS RESOURCES, INC., doing business in the States of Montana, North Dakota and Wyoming as KCS Mountain Resources, Inc.
Taxpayer Identification No.: 76-0413320

KCS MICHIGAN RESOURCES, INC.
Taxpayer Identification No.: 76-0482274

and

KCS ENERGY MARKETING, INC.
Taxpayer Identification No.: 22-2267499
(Mortgagors and Debtors)

259274

RECORDED Oct. 24 1996 11:00 AM
IN BOOK 66 mtg PAGE 397
FEES $ 134.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

TO

Douglas J. Smith, Trustee
for the benefit of

CIBC INC., AS COLLATERAL AGENT
(Mortgagee and Secured Party)
Taxpayer Identification No.: 58-1760354

September 25, 1996

For purposes of filing this Deed of Trust as a financing statement, the mailing address of each Mortgagor is 5555 San Felipe, Suite 1200, Houston, Texas 77056; and the mailing address of Mortgagee is 425 Lexington Avenue, 7th Floor, New York, New York 10017.

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This instrument, prepared by Cynthia S. Grady, JACKSON & WALKER, L.L.P., P.O. Box 4771, Houston, Texas 77210-4771, (713) 752-4200, contains after-acquired property provisions and covers future advances and proceeds to the fullest extent allowed by applicable law.

ATTENTION OF RECORDING OFFICER: This instrument is a mortgage of both real and personal property and is, among other things, a Security Agreement and Financing Statement under the Uniform Commercial Code. This instrument creates a lien on rights in or relating to lands of Mortgagor which are described in Exhibit A hereto or in documents described in Exhibit A.

RECORDED DOCUMENT SHOULD BE RETURNED TO:

JACKSON & WALKER, L.L.P.
P.O. Box 4771
Houston, Texas 77210-4771
Attn.: Marie T. Heard

[redacted] [redacted] [redacted]

MORTGAGE, DEED OF TRUST, INDENTURE, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF PRODUCTION

(THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS)

Be it known, that the parties to this act, who are hereafter identified, appeared on the 24 day of September, 1996, but effective as of the 25 day of September, 1996, before the undersigned Notary Public for the jurisdiction hereafter noted and in the presence of the witnesses whose names are appended hereto in connection with their signatures and declared that they contract as follows:

This Mortgage, Deed of Trust, Indenture, Security Agreement, Financing Statement, and Assignment of Production (this "Deed of Trust") is by KCS RESOURCES, INC., a Delaware corporation, doing business in the States of Montana, North Dakota and Wyoming as KCS Mountain Resources, Inc., whose Taxpayer Identification Number is 76-0413320, with principal offices in Houston, Harris County, Texas, and whose mailing address is 5555 San Felipe, Suite 1200, Houston, Texas 77056; KCS MICHIGAN RESOURCES, INC., a Delaware corporation, whose Taxpayer Identification Number is 76-0482274, with principal offices in Houston, Harris County, Texas, and whose mailing address is 5555 San Felipe, Suite 1200, Houston, Texas 77056; and KCS ENERGY MARKETING, INC., a New Jersey corporation, whose Taxpayer Identification Number is 22-2267499, with principal offices in Houston, Harris County, Texas, and whose mailing address is 5555 San Felipe, Suite 1200, Houston, Texas 77056 (each sometimes referred to individually as "Mortgagor" and collectively as "Mortgagors"), for the benefit of CIBC INC., a Delaware corporation, whose Taxpayer Identification Number is 58-1760354, and with principal offices in New York, New York County, New York, and whose mailing address is 425 Lexington Avenue, 7th Floor, New York, New York 10017, in trust as mortgagee, as collateral agent for the benefit of the Lenders (defined below) pursuant to the Credit Agreement described below (in such capacity, together with its successors in such capacity pursuant to the terms of the Credit Agreement, the "Mortgagee"). Mortgagee appears herein and executes this act to evidence its acceptance of this Deed of Trust. This Deed of Trust is made pursuant to the terms and provisions of the Credit Agreement dated effective as of September 25, 1996 (as amended, restated, or supplemented from time to time, the "Credit Agreement"), by and among Mortgagors, KCS Pipeline Systems, Inc. ("collectively, the "Borrowers"), Canadian Imperial Bank of Commerce, as Agent (the "Agent"), Mortgagee, as Collateral Agent, and the lenders signatory thereto from time to time (the "Lenders"). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

ARTICLE I

GRANT

1.1 Lien. Mortgagor, for valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the debt and trust hereinafter mentioned, has granted, bargained, sold, conveyed, granted a mortgage and hypothec over, transferred and assigned, and by these presents does grant, bargain, sell, convey, grant a mortgage and hypothec over, transfer and assign to Douglas J. Smith, Trustee, whose address is c/o Canadian Imperial Bank of Commerce, Loan Workout and Restructuring Department, 425 Lexington Avenue, 8th Floor, New York, New York 10017, and his successors and substitutes in trust, as hereinafter provided (the "Trustee"), for the benefit of Mortgagee the following described Property:

(a) all right, title, and interest, whether now owned and existing or hereafter acquired or arising, of such Mortgagor in and to the leases, rights-of-way, easements, production payments, or other documents described in Exhibit A attached hereto and incorporated herein for all purposes or described or referred to in the documents described in Exhibit A, without regard to any surface acreage and/or depth limitations set forth in Exhibit A, and all renewals and extensions thereof and all new leases, rights-of-way, easements, production payments, or other documents (i) in which an interest is acquired by such Mortgagor after the termination or expiration of any lease, right-of-way, easement, production payment, or other document described or referred to in Exhibit A, and (ii) that covers all or any part of the Property described in and covered by such terminated or expired lease, right-of-way, easement, production payment, or other document, to the extent, and only to the extent, such new leases, rights-of-way, easements, production payments or other documents may cover such Property (all of the foregoing in this subsection (a) being the "Leases");

(b) all right, title, and interest, whether now owned and existing or hereafter acquired or arising, of Mortgagors in and to the lands subject to the Leases or otherwise described or referred to in Exhibit A, without regard to any surface acreage and/or depth limitations set forth in Exhibit A (the "Lands"), including, without limitation, the oil, gas, mineral, and leasehold estates in and to the Lands;

(c) all right, title, and interest, whether now owned and existing or hereafter acquired or arising, of such Mortgagor in and to any of the oil, gas, and minerals in, on, or under the Lands, including, without limitation, all contractual rights, fee interests, leasehold interests, overriding royalty interests, non-participating royalty interests, mineral interests, production payments, net profits interests, or any other interest measured by or payable out of production of oil, gas, or other minerals from the Leases and/or Lands;

(d) all of the foregoing interests of such Mortgagor as such interests may be enlarged by the discharge of any payments out of production or by the removal of any charges or encumbrances;

(e) all right, title, and interest, whether now owned and existing or hereafter acquired or arising, of such Mortgagor in, to, and under or derived from any present or future operating, farmout, bidding, pooling, unitization, and communitization agreements, assignments, and subleases, whether or not described in Exhibit A, to the extent, and only to the extent, that such agreements, assignments, and subleases cover or include any right, title, and interest, whether now owned and existing or hereafter acquired or arising, of such Mortgagor in and to all or any portion of the Leases and/or the Lands, and all units created by any such pooling, unitization, and communitization agreements and all units formed under orders, regulations, rules, or other official acts of any Governmental Authority having jurisdiction, to the extent and only to the extent that such units cover or include all or any portion of the Leases and/or the Lands;

(f) all right, title, and interest, whether now owned and existing or hereafter acquired or arising, of such Mortgagor in, to, and under or derived from all presently existing and future advance payment agreements, oil, casinghead gas, and gas sales, exchange, and processing contracts and agreements, including, without limitation, those contracts and agreements that are described or referred to in Exhibit A, to the extent, and only to the extent, those contracts and agreements cover or include all or any portion of the Leases and/or the Lands; and

(g) all right, title, and interest, whether now owned and existing or hereafter acquired or arising, of such Mortgagor in, to, and under or derived from all existing and future permits, licenses, easements, and similar rights and privileges that relate to or are appurtenant to any of the Leases and/or the Lands.

1.2 Security Interest. Each Mortgagor, for the same consideration, hereby grants to Mortgagee for the benefit of the Lenders a continuing security interest in all improvements and all personal Property of any kind or character defined in and subject to the provisions of the Uniform Commercial Code as from time to time in effect in any applicable jurisdiction (the "UCC"), including the proceeds and products from any and all of such improvements and personal property, whether now owned and existing or hereafter acquired or arising, and situated on any of the Lands, including, but not limited to, pipe, casing, tubing, rods, storage tanks, boilers, loading racks, pumps, foundations, warehouses, and all other personal Property and equipment of every kind and character upon, incident, appurtenant, or belonging to and used in connection with the interest of such Mortgagor, whether now owned and existing or hereafter acquired or arising, in the Lands and/or the Leases, including all oil, gas, and other minerals produced or to be produced to the account of such Mortgagor from the Lands and all accounts receivable, general intangibles, and contract rights of such Mortgagor in connection with the Lands and/or the Leases and all proceeds, products, substitutions, and

exchanges thereof (the Lands, the Leases, and the real and personal property interests hereinabove described being the "Mortgaged Property").

1.3 Assignment of Security. Each Mortgagor, for the same consideration, hereby grants to Mortgagee any and all rights of such Mortgagor to Liens securing payment of proceeds from the sale of production from the Mortgaged Property, including, but not limited to, those Liens provided for in TEX. BUS. & COM. CODE ANN. §9.319 (Tex. UCC) (Vernon Supp. 1989), as amended from time to time.

1.4 After-Acquired Property. Each Mortgagor, for the same consideration, hereby grants, bargains, sells, conveys, transfers, grants a mortgage and hypothec over, and assigns to the Trustee or grants to Mortgagee for the benefit of the Lenders a continuing security interest in, as the case may be, all additional right, title, or interest which such Mortgagor may hereafter acquire or become entitled to in the interests, properties, Lands, Leases, and premises aforesaid, and in the oil, gas, or other minerals in and under or produced from or attributable to any of the Lands or Leases, which additional right, title, and interest, when acquired, shall constitute "Mortgaged Property," the same as if expressly described and conveyed herein.

1.5 Habendum. TO HAVE AND TO HOLD all and singular the Mortgaged Property and all other property which, by the terms hereof, has or may hereafter become subject to the Liens of this Deed of Trust, together with all rights, hereditaments, and appurtenances in anywise belonging thereto the Trustee or Mortgagee, as the case may be, or the successors or assigns of either of them forever.

ARTICLE II

INDEBTEDNESS SECURED

This conveyance is made, IN TRUST, HOWEVER, to secure and enforce the payment of the following indebtedness, obligations, and liabilities:

2.1 Specific Obligations. The Obligations, including, without limitation:

(a) the indebtedness evidenced by the Notes, including the following described promissory notes dated of even date herewith executed by the Borrowers, each bearing interest and being payable as provided in the Credit Agreement, with a final maturity of September 30, 2000, a copy of the interest provisions applicable to such Notes is attached hereto, marked Exhibit B for identification and made a part hereof for all purposes:

(i) Promissory Note to the order of CIBC INC. in the original principal amount of THIRTY-EIGHT MILLION AND NO/100 DOLLARS ($38,000,000);

(ii) Promissory Note to the order of BANK ONE, TEXAS, NATIONAL ASSOCIATION in the original principal amount of THIRTY-TWO MILLION AND NO/100 DOLLARS ($32,000,000);

(iii) Promissory Note to the order of NATIONSBANK OF TEXAS, N.A. in the original principal amount of THIRTY-TWO MILLION AND NO/100 DOLLARS ($32,000,000);

(iv) Promissory Note to the order of COMERICA BANK-TEXAS in the original principal amount of TWENTY-FOUR MILLION AND NO/100 DOLLARS ($24,000,000);

(v) Promissory Note to the order of DEN NORSKE BANK ASA in the original principal amount of TWENTY-FOUR MILLION AND NO/100 DOLLARS ($24,000,000); and

(b) all other obligations and liabilities of the Borrowers, or any one or more of them, to Mortgagee and the Lenders, now existing or hereafter incurred, under, arising out of or in connection with any Loan Document.

2.2 Other and Further Indebtedness. This Deed of Trust is intended to secure a revolving credit line as set forth in the Credit Agreement. If intermediate paydowns by the Borrowers reduce the outstanding Indebtedness to zero, it is intended that the Liens created under this Deed of Trust shall remain in full force and effect as long as any Commitment exists. In addition, it is contemplated that the Borrowers, or any one or more of them, may from time to time borrow additional sums of money from or otherwise be or become obligated to Mortgagee and the Lenders under the Credit Agreement and the other Loan Documents. This Deed of Trust is given to secure any and all indebtedness of the Borrowers, or any one or more of them, to Mortgagee, the Lenders or any of them, now existing or hereafter incurred, under or arising out of or in connection with the Credit Agreement or any other Loan Document. This Deed of Trust shall likewise secure not only the above-described indebtedness, but any and all renewals for any period, extensions, and rearrangements of all or any portion thereof; and the Liens under this Deed of Trust shall be cumulative of all other Liens and security of any and every other kind or character whatsoever securing the above-described indebtedness; provided, however, it is not the intention of the parties hereto to extend the Liens of this Deed of Trust so as to violate, or give rise to an allegation of violation of, any provision of TEX. REV. CIV. STAT. ANN. art. 5069-3.20(2), art. 5069-4.04(2) or art. 5069-15.07 (Vernon 1987), as amended from time to time, or any other statute, regulation, rule, ordinance or order of the State of Texas, any other applicable jurisdiction, or any agency or subdivision of any of such jurisdictions. In this connection, this Deed of Trust shall not, solely as to the relevant indebtedness, serve as security for any indebtedness when for it to do so would violate any provision of TEX. REV. CIV. STAT. ANN. art. 5069-3.20(2), art. 5069-4.04(2) or art. 5069-15.07 (Vernon 1987), as amended from time to time, or any other statute, regulation, rule, ordinance or order of the State of Texas, any other applicable jurisdiction, or any agency or subdivision of any of such jurisdictions.

2.3 Indebtedness. The word "Indebtedness" wherever used in this Deed of Trust shall refer to all present and future debts, obligations, and liabilities described or referred to in this Article II, subject, however, to the limitations provided hereinabove in this Article II.

ARTICLE III

WARRANTIES

3.1 Warranty of Title. Each Mortgagor hereby binds itself, its legal representatives, successors, and assigns, to warrant and forever defend all and singular the Mortgaged Property to the Trustee and the successors and assigns of the Trustee forever against every Person whomsoever lawfully claiming or to claim the same or any part thereof, subject only to the Permitted Liens. Notwithstanding that this Deed of Trust covers all of the right, title, and interest, whether now owned and existing or hereafter acquired or arising, of Mortgagors in and to the Mortgaged Property, each Mortgagor, for itself, its legal representatives, successors, and assigns, further covenants, represents, and warrants that such Mortgagor has good and indefeasible title to the Mortgaged Property, subject to Permitted Liens, and insofar as such Mortgaged Property constitutes real Property or interests in real Property, and that the interests of such Mortgagor in and to the Leases and/or Lands described in Exhibit A afford such Mortgagor interests in the applicable wells identified or referred to in Exhibit A not greater than the working interest nor less than the net revenue interest, overriding royalty interest, net profit interest, production payment interest, royalty interest, or other interest payable out of or measured by production set forth or referred to in Exhibit A in connection with each such well. In the event any Mortgagor owns any other or greater interest, such additional interest is nonetheless included in, covered by, and subject to the liens and security interests created by this Deed of Trust.

3.2 Additional Warranties. In consideration of the Indebtedness, each Mortgagor, for itself, its legal representatives, successors, and assigns, covenants, represents, and warrants that as of the date hereof:

(a) Leases in Effect. All of the Leases specifically described or referred to in Exhibit A are in full force and effect. All material covenants, express or implied, in respect of the Leases specifically described or referred to in Exhibit A, or of any assignment of any of such Leases, which may affect the validity of any of such Leases, have been performed.

(b) Interests Free of Liens. Except for Permitted Liens, the interests of such Mortgagor in the Mortgaged Property are free and clear of all Liens and all gross production taxes and other taxes as to which non-payment could result in a Lien against any of the Mortgaged Property have been paid.

ARTICLE IV

COVENANTS OF MORTGAGOR

In consideration of the Indebtedness, each Mortgagor, for itself, its legal representatives, successors, and assigns, covenants and agrees as follows:

4.1 Maintenance of Leases. Such Mortgagor will, in accordance with such Mortgagor's normal course of business and as a reasonably prudent operator, keep and continue all Leases, estates, and interests herein described and all contracts and agreements relating thereto in full force and effect in accordance with the terms thereof and will not permit the same to lapse or otherwise become impaired for failure to comply with the obligations thereof, whether express or implied. Except as required by the express terms of the Lease in question, such Mortgagor shall not release any portion of a Lease included within or constituting the production unit for a producing well without the prior written consent of Mortgagee.

4.2 Maintenance of Property. Such Mortgagor will, in accordance with such Mortgagor's normal course of business and as a reasonably prudent operator, keep and maintain all improvements, personal property, and equipment now or hereafter situated on the Lands and constituting a portion of the Mortgaged Property and used or obtained in connection therewith in good repair and condition, ordinary wear and tear excepted, and will not tear down or remove the same or permit the same to be torn down or removed without the prior consent of Mortgagee, except in the usual course of operations in connection with the plugging or abandonment of a well or as required by the applicable operating agreement and otherwise in compliance with the provisions of this Deed of Trust and the Credit Agreement.

4.3 Pooling or Unitization. Such Mortgagor will not, without the prior written consent of Mortgagee, pool or unitize all or any part of the Mortgaged Property where the pooling or unitization would result in the diminution of the net revenue interest of Mortgagor in production from the pooled or unitized lands attributable to the Mortgaged Property constituting a portion of such pooled or unitized lands. Promptly after the formation of any pool or unit in accordance herewith, such Mortgagor will furnish to Mortgagee a conformed copy of the recorded pooling agreement, declaration of pooling, or other instrument creating the pool or unit. The interest of such Mortgagor included in any pool or unit attributable to the Mortgaged Property or any part thereof shall become a part of the Mortgaged Property and shall be subject to the Liens hereof in the same manner and with the same effect as though the pool or unit and the interest of such Mortgagor therein were specifically described in Exhibit A. In the event any proceeding of any Governmental Authority which seeks the pooling or unitizing of all or any part of the Mortgaged Property is commenced, such Mortgagor shall promptly give written notice thereof to Mortgagee. Any voluntary pooling or unitization of all or any part of the Mortgaged Property in violation of this Section shall be of no force or effect against the Trustee or Mortgagee.

4.4 Operation of Mortgaged Property. Such Mortgagor will operate or, to the extent that the right of operation is vested in others, will exercise reasonable and customary efforts to require the operator to operate the Mortgaged Property and all wells now or hereafter located thereon continuously and in a prudent and workmanlike manner in accordance with industry standards and in accordance with all applicable Requirements of Law. Such Mortgagor will, in accordance with such Mortgagor's normal course of business and as a reasonably prudent operator, comply with all terms and conditions of the Leases and each assignment or contract obligating such Mortgagor in any way with respect to the Mortgaged Property; but nothing herein shall be construed to empower such Mortgagor to bind the Trustee or Mortgagee

to any contract or obligation or render the Trustee or Mortgagee in any way responsible or liable for bills or obligations incurred by such Mortgagor.

4.5 Compliance with Operating Agreements. Such Mortgagor agrees to promptly pay all bills for labor and materials incurred in the operation of the Mortgaged Property in accordance with Section 6.1(b) of the Credit Agreement and will promptly pay its share of all valid costs and expenses incurred under any joint operating agreement affecting the Mortgaged Property or any portion thereof; will furnish Mortgagee, as and when requested, full information as to the status of any joint account maintained with others under any such operating agreement; will not take any action to incur any liability or Lien thereunder, except for Permitted Liens; and will negotiate in good faith in the normal course of such Mortgagor's business each new operating agreement and each amendment (if any) to existing operating agreements. Such Mortgagor shall, promptly upon the request of Mortgagee, provide Mortgagee with a copy of each new operating agreement and each amendment covering one or more of the Mortgaged Properties. Such Mortgagor will not consent or agree to participate in any proposed operation under any presently existing operating agreement affecting the Mortgaged Property unless such Mortgagor reasonably and prudently concludes that it has sufficient funds available to timely pay its share of the estimated costs of the proposed operation. To the extent such Mortgagor determines not to participate in a proposed operation solely due to an inability to timely pay its share of costs, then such Mortgagor shall, prior to electing not to participate in the proposed operation, use its best efforts, to the extent practicable and to the extent allowed to do so under the relevant operating agreement or other applicable contract, to farmout to others acceptable to Mortgagee, on the best terms obtainable by such Mortgagor and acceptable to both such Mortgagor and Mortgagee, the interest or relevant portion of the interest of such Mortgagor in the proposed operation.

4.6 Access to Mortgaged Property. Such Mortgagor will permit Mortgagee, any Lender and their respective accredited agents, representatives, attorneys and employees, at the expense of Mortgagors, at all times to go upon, examine, inspect, and remain on, the Mortgaged Property, and to go upon the derrick floor of any well at any time drilled or being drilled thereon, and will furnish Mortgagee, upon request, all pertinent information regarding the development and operation of the Mortgaged Property.

4.7 Waivers. Each Mortgagor hereby expressly waives, to the full extent permitted by applicable law, any and all rights or privileges of marshalling of assets, sale in inverse order of alienation, notices, appraisements, redemption, and any prerequisite in the event of foreclosure of the Liens created herein. Mortgagee at all times shall have the right to release any part of the Mortgaged Property now or hereafter subject to the Liens of this Deed of Trust, any part of the proceeds of production or other income herein or hereafter assigned or pledged, or any other security it now has or may hereafter have securing the Indebtedness, without releasing any other part of the Mortgaged Property, proceeds, or income, and without affecting the Liens hereof as to the part or parts of the Mortgaged Property, proceeds, or income not so released or the right to receive future proceeds and income.

4.8 Compliance with Laws. Except to the extent the failure to comply or cause compliance would not have a Material Adverse Effect, each Mortgagor will comply with

all Requirements of Law applicable to the Mortgaged Property and the operations conducted thereon, including, without limitation, the Natural Gas Policy Act of 1978, as amended, and Environmental Laws; and cause all employees, crew members, agents, contractors, sub-contractors, and future lessees (pursuant to appropriate lease and other contractual provisions) of such Mortgagor, while such Persons are acting within the scope of their relationship with such Mortgagor, to comply with all such Requirements of Law as may be necessary or appropriate to enable such Mortgagor to so comply.

4.9 Hazardous Substances Indemnification. EACH MORTGAGOR HEREBY INDEMNIFIES AND HOLDS MORTGAGEE, AND EACH LENDER, AND THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS-IN-FACT, AND AFFILIATES AND THE TRUSTEE HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, FINES, PENALTIES, CHARGES, ADMINISTRATIVE AND JUDICIAL PROCEEDINGS AND ORDERS, JUDGMENTS, REMEDIAL ACTIONS, REQUIREMENTS AND ENFORCEMENT ACTIONS OF ANY KIND, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND EXPENSES), ARISING DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM (A) THE PRESENCE OF ANY HAZARDOUS SUBSTANCES ON, UNDER, OR FROM ANY MORTGAGED PROPERTY, WHETHER PRIOR TO OR DURING THE TERM HEREOF, (B) ANY ACTIVITY CARRIED ON OR UNDERTAKEN ON OR OFF ANY MORTGAGED PROPERTY, WHETHER PRIOR TO OR DURING THE TERM HEREOF, AND WHETHER BY SUCH MORTGAGOR OR ANY PREDECESSOR IN TITLE, EMPLOYEE, AGENT, CONTRACTOR, OR SUBCONTRACTOR OF SUCH MORTGAGOR OR ANY OTHER PERSON AT ANY TIME OCCUPYING OR PRESENT ON ANY MORTGAGED PROPERTY, IN CONNECTION WITH THE HANDLING, TREATMENT, REMOVAL, STORAGE, DECONTAMINATION, CLEANUP, TRANSPORTATION, OR DISPOSAL OF ANY HAZARDOUS SUBSTANCES AT ANY TIME LOCATED OR PRESENT ON OR UNDER SUCH PROPERTY, (C) ANY RESIDUAL CONTAMINATION OF ANY HAZARDOUS SUBSTANCE ON OR UNDER ANY MORTGAGED PROPERTY, (D) ANY CONTAMINATION OF ANY MORTGAGED PROPERTY OR NATURAL RESOURCES ARISING IN CONNECTION WITH THE GENERATION, USE, HANDLING, STORAGE, TRANSPORTATION, OR DISPOSAL OF ANY HAZARDOUS SUBSTANCE BY MORTGAGOR OR ANY EMPLOYEE, AGENT, CONTRACTOR, OR SUBCONTRACTOR OF SUCH MORTGAGOR WHILE SUCH PERSONS ARE ACTING WITHIN THE SCOPE OF THEIR RELATIONSHIP WITH SUCH MORTGAGOR, IRRESPECTIVE OF WHETHER ANY OF SUCH ACTIVITIES WERE OR WILL BE UNDERTAKEN IN ACCORDANCE WITH APPLICABLE REQUIREMENTS OF LAW, OR (E) THE PERFORMANCE AND ENFORCEMENT OF THIS DEED OF TRUST OR ANY OTHER ACT OR OMISSION IN CONNECTION WITH OR RELATED TO THIS DEED OF TRUST OR THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING, WITHOUT LIMITATION, ANY OF THE FOREGOING IN THIS SECTION ARISING FROM NEGLIGENCE, WHETHER SOLE OR CONCURRENT, ON THE PART OF MORTGAGEE, THE LENDERS, OR ANY OF THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS-IN-FACT, OR AFFILIATES OR THE TRUSTEE; PROVIDED, HOWEVER, THE FOREGOING CLAUSES (A) THROUGH (E) SHALL NOT APPLY TO ANY CLAIM, LOSS, DAMAGE, LIABILITY, FINE, PENALTY, CHARGE, PROCEEDING, ORDER, JUDGMENT, ACTION OR REQUIREMENT ATTRIBUTABLE TO (I) THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY PERSON TO BE INDEMNIFIED OR (II) ANY ACTION OR INACTION OF ANY PERSON TO BE INDEMNIFIED SUBSEQUENT TO THE EXERCISE OF OWNERSHIP RIGHTS OR THE TAKING OF ANY FORECLOSURE ACTION WITH RESPECT TO ANY OF THE MORTGAGED

PROPERTY AND WITH RESPECT TO SUCH MORTGAGED PROPERTY SUCH CLAIM, LOSS, DAMAGE, LIABILITY, FINE, PENALTY, CHARGE, PROCEEDING, ORDER, JUDGMENT, ACTION OR REQUIREMENT ARISES SUBSEQUENT TO THE EXERCISE OF OWNERSHIP RIGHTS OR THE TAKING OF ANY FORECLOSURE ACTION WITH RESPECT TO SUCH MORTGAGED PROPERTY, TO THE EXTENT SUCH PERSON IS A "PERSON IN CONTROL" UNDER ANY ENVIRONMENTAL LAW. THE FOREGOING INDEMNITY SHALL SURVIVE SATISFACTION OF THE INDEBTEDNESS, THE TERMINATION OF THE CREDIT AGREEMENT, AND THE RELEASE OF THE LIENS CREATED HEREBY.

4.10 Site Assessments. Mortgagee (by its officers, employees and agents) at any time and from time to time after the occurrence of an Event of Default, may contract, at the expense of Mortgagors, for the services of Persons (the "Site Reviewers") to perform environmental site assessments and other tests ("Site Assessments") on all or any portion of such Mortgaged Property for the purpose of determining whether any environmental condition exists on any Mortgaged Property which could reasonably be expected to result in any liability, cost, or expense to such Mortgagor; provided, however, in the event such Mortgagor has already contracted with a Site Reviewer to prepare a Site Assessment (or has consented to participate with other owners in obtaining a Site Assessment), then Mortgagee's rights hereunder shall be suspended pending completion of such Mortgagor's investigations and the issuance of such Site Assessment. Subject to the terms of existing agreements affecting the operation of and access to the Mortgaged Property in question, the Site Assessments may be performed at any time or times, upon reasonable notice, and under reasonable conditions established by such Mortgagor which do not impede the performance of the Site Assessments. The Site Reviewers are hereby authorized to enter upon all or any portion of the Mortgaged Property for such purposes. The Site Reviewers are further authorized to perform both above and below the ground testing for environmental damage or the presence of Hazardous Substances on the Mortgaged Property and such other tests on the Mortgaged Property as may be necessary to conduct the Site Assessments in the reasonable opinion of the Site Reviewers. Each Mortgagor will supply to the Site Reviewers such historical and operational information in its possession regarding the Mortgaged Property as may be reasonably requested by the Site Reviewers to facilitate the Site Assessments and will make available for meetings with the Site Reviewers during regular business hours appropriate personnel of such Mortgagor having knowledge of such matters. On request, Mortgagee shall make the results of such Site Assessments available to such Mortgagor provided that the Mortgagors have fully and timely performed all of their obligations pursuant to this Section. The cost of performing all Site Assessments authorized by this Section 4.10 shall be paid by such Mortgagor in accordance with Section 5.13 of the Credit Agreement upon demand of Mortgagee and any such obligations shall be Indebtedness secured by this Deed of Trust.

4.11 Uneconomic Wells. Should proceeds from the sale of production from any oil and/or gas well constituting part of the Mortgaged Property (net of production, severance and windfall profit taxes and royalties, overriding royalties and other payments out of or measured by production) not exceed the expense of operation of such well (including, but not limited to, operator's overhead, payments to contractors and suppliers, and annual taxes assessed on the basis of the value of the Property prorated on a monthly basis, but expressly excluding any portion of the cost of drilling or completing the relevant well or the cost of non-routine workover or remedial operations) for a period in excess of four consecutive calendar months,

then, upon receipt by such Mortgagor of written notification from Mortgagee, such Mortgagor will, unless such Mortgagor in good faith contests Mortgagee's notice on the basis that such well's rate of production, revenues or expenses during such period are not representative, or otherwise establishes to Mortgagee's satisfaction that such well is economic to such Mortgagor, (a) take all necessary steps to abandon the relevant well, or (b) provide from sources other than proceeds from the sale of production attributable to the Mortgaged Property (i.e., through borrowings or contractual commitments obtained from third parties not in violation of any provision of this Deed of Trust or any other Loan Document) the funds required to pay the share of such Mortgagor of the expenses associated with the continuing operation of such well.

4.12 Performance of Contracts. Each Mortgagor will perform and observe in all material respects all of its obligations under each contract relating to the sale of oil, gas or other hydrocarbons produced from or attributable to the Mortgaged Property and will not, except in good faith and as the result of arm's length negotiations and with prior written notice to Mortgagee, change, modify, amend or waive any of the terms or provisions of any such contract or take any other action which would release any other party from its obligations or liabilities under any such contract.

4.13 Covenants Running with the Land. All covenants and agreements herein contained shall constitute covenants running with the Land.

ARTICLE V

DEFEASANCE, FORECLOSURE AND OTHER REMEDIES

5.1 Defeasance. Should the Commitment terminate and the Indebtedness be paid, then the conveyance of the Mortgaged Property shall become of no further force and effect, and, at the request and expense of Mortgagors, the Lien granted hereunder shall be released, without recourse or warranty; otherwise, it shall remain in full force and effect.

5.2 Events of Default. The occurrence of any Event of Default under the Credit Agreement shall constitute an Event of Default under this Deed of Trust.

5.3 Acceleration and Exercise of Power of Sale. (a) Upon the occurrence of an Event of Default specified in Sections 7.1(f) or 7.1(g) of the Credit Agreement, the aggregate principal amount of all Indebtedness then outstanding and all interest accrued thereon shall automatically become immediately due and payable, without presentment, demand, protest, notice of protest, default or dishonor, notice of intent to accelerate maturity, notice of acceleration of maturity, or other notice of any kind, all of which are hereby expressly waived by each Mortgagor to the full extent permitted by applicable law. Upon the occurrence of any other Event of Default, Mortgagee may declare the aggregate principal amount of all Indebtedness then outstanding and all interest accrued thereon immediately due and payable, whereupon the same shall become immediately due and payable without presentment, demand, protest, notice of protest, default or dishonor, notice of intent to accelerate maturity, notice of

acceleration of maturity, or other notice of any kind, all of which are hereby expressly waived by each Mortgagor to the full extent permitted by applicable law.

(b) Subject to the provisions of Sections 7.16 through 7.20, upon the occurrence of any Event of Default or at any time thereafter while the Indebtedness or any part thereof remains unpaid, it shall be the duty of the Trustee, on request of Mortgagee (which request is hereby presumed), to enforce this Trust and, after advertising the time and place of the sale for at least 21 days prior to the day of sale, by posting or causing to be posted a written or printed notice thereof at the courthouse door and by filing a copy of such notice in the office of the county clerk of each county in which the Mortgaged Property or any part thereof may be situated, and serving written notice of the proposed sale on each debtor obligated to pay the Indebtedness according to the records of Mortgagee, by postage prepaid, certified United States mail, at the most recent address for such debtor as shown by the records of Mortgagee, at least 21 days prior to the day of sale, to sell the Mortgaged Property, either as a whole or in parcels, as the Trustee may deem proper, at public venue at the courthouse of the county in which the Mortgaged Property or any part thereof may be situated (and being the county designated in the notice of sale) on the first Tuesday of any month between the hours of 10:00 a.m. and 4:00 p.m., to the highest bidder for cash, and after such sale to execute and deliver to the purchaser or purchasers good and sufficient deeds and assignments, conveying such Property so sold to the purchaser or purchasers with general warranty of title made on behalf of each Mortgagor, subject to Permitted Liens. The Trustee, or his successor or substitute, is hereby authorized and empowered to appoint any one or more Persons as his attorneys-in-fact or agents to act as Trustee under him and in his name, place and stead, such appointment to be evidenced by a written instrument executed by the Trustee, or his successor or substitute, to perform any one or more act or acts necessary or incident to any sale under the power of sale hereunder, including, without limitation, the posting and filing of any notices, the conduct of the sale and the execution and delivery of any instruments conveying the Mortgaged Property as a result of the sale, but in the name and on behalf of the Trustee, or his successor or substitute; and all acts done or performed by such attorneys-in-fact or agents shall be valid, lawful and binding as if done or performed by the Trustee, or his successor or substitute. No single sale or series of sales by the Trustee shall extinguish the Lien or exhaust the power of sale hereunder except with respect to the items of Property sold, but such Lien and power shall exist for so long as and may be exercised in any manner by law or as herein provided as often as the circumstances require to give Mortgagee full relief hereunder. The purchaser at any such sale shall not assume, nor shall the heirs, legal representatives, successors or assigns of such purchaser, be deemed to have assumed, by reason of the acquisition of Property or rights mortgaged hereunder, any liability or obligation of any lessee or operator of the Mortgaged Property, or any part thereof, arising by reason of any occurrence taking place prior to such sale. It shall not be necessary to have present, or to exhibit at any such sale, any of the personal Property subject to the Lien hereof.

5.4 Rights as Secured Party. Upon the occurrence of any Event of Default, Mortgagee shall be entitled to all of the rights, powers, and remedies afforded a secured party by the UCC with respect to the personal Property and fixtures in which Mortgagee has been granted a security interest hereby, or Mortgagee may proceed in accordance with the provisions hereof as to both the real and personal Property covered hereby.

[redacted] [redacted] [redacted]

5.5 Application of Proceeds of Sale. The Trustee is authorized to receive the proceeds of each sale of Mortgaged Property and apply the same as follows:

FIRST: to the payment of all necessary costs and expenses incident to the execution of this Deed of Trust, including, but not limited to, a fee to the Trustee if required by the applicable law of any pertinent jurisdiction;

SECOND: to any and all Indebtedness then hereby secured, application to be made in such order and in such manner as Mortgagee may, in its discretion, elect;

THIRD: the balance, if any, to each Mortgagor or its successors or assigns, or other Person legally entitled thereto.

5.6 Substitute Trustee. In the event of the death of the Trustee, or his removal from the State of Texas, or his failure, refusal, or inability for any reason to make any such sale or to perform any of the trusts herein declared, or at any time, whether with or without cause, Mortgagee may appoint, in writing, a substitute trustee who shall thereupon succeed to all the estates, rights, powers, and trusts herein granted to and vested in the Trustee. In the same events as first above stated, and in the same manner, successive substitute Trustees may thereafter be appointed.

5.7 Statements by Trustee. It is agreed that in any deed or deeds given by any Trustee any and all statements of fact or other recitals therein made as to the identity of the holder or holders of the Indebtedness, or as to default in the payments thereof or any part thereof, or as to the breach of any covenants herein contained, or as to the request to sell, notice of sale, time, place, terms and manner of sale, and receipt, application, and distribution of the money realized therefrom, or as to the due and proper appointment of a substitute trustee, and, without being limited by the foregoing, as to any other or additional act or thing having been done by Mortgagee or the Trustee, shall be taken by all courts of law and equity as prima facie evidence that the statements or recitals state facts and are without further question to be so accepted. Each Mortgagor does hereby ratify and confirm any and all acts that the Trustee may lawfully do in the premises by virtue of the terms and conditions of this Deed of Trust.

5.8 Suit to Collect and Foreclose. Mortgagee, at its election, or the Trustee, upon written request of Mortgagee, may proceed by suit or suits, at law or in equity, to enforce the payment of the Indebtedness in accordance with the terms hereof and of the notes, guaranties, or other documents evidencing it, and to foreclose the Lien of this Deed of Trust as against all or any portion of the Mortgaged Property and to have such Property sold under the judgment or decree of a court of competent jurisdiction.

5.9 Mortgagee, Lenders or Trustee as Purchaser. Mortgagee, any Lender or the Trustee may be a purchaser of all or any portion of the Mortgaged Property at any sale thereof, whether such sale be under the power of sale hereinabove vested in the Trustee, upon any other foreclosure of the Lien hereof, or otherwise. Mortgagee, any Lender or the Trustee

so purchasing shall, upon any such purchase, acquire title to the Mortgaged Property so purchased, free of the Lien of this Deed of Trust and free of all rights of redemption in Mortgagors.

5.10 Entry and Operation. Upon the occurrence of any Event of Default, then in each and every such case and in addition to the other rights and remedies hereunder, the Trustee or Mortgagee, whether or not the Indebtedness shall have become due and payable, may, but shall not be obligated to, enter into and upon and take possession of all or any portion of the Mortgaged Property and may exclude Mortgagors, their respective agents and servants wholly therefrom and have, hold, use, operate, manage, and control all or any portion of the Mortgaged Property and produce the oil, gas, and other minerals therefrom and market the same, all at the sole risk and expense of Mortgagors and at the expense of the Mortgaged Property, applying the net proceeds so derived, first, to the cost of maintenance and operation of such Mortgaged Property; second, to the payment of the Indebtedness, application to be made first to interest and then to principal; and the balance thereof, if any, shall be paid to Mortgagors. Upon such payment of all such costs and Indebtedness, the Mortgaged Property shall be returned to Mortgagors in its then condition, and neither the Trustee nor Mortgagee shall be liable to Mortgagors for any damage or injury to the Mortgaged Property except such as may be caused through the gross negligence or willful misconduct of the Trustee or Mortgagee, as the case may be.

5.11 Power of Attorney to Mortgagee. Each Mortgagor does hereby designate Mortgagee as the agent of such Mortgagor to act in the name, place, and stead of Mortgagor in the exercise of each and every remedy set forth herein and in conducting any and all operations and taking any and all action reasonably necessary to do so, recognizing such agency in favor of Mortgagee to be coupled with the interests of Mortgagee under this Deed of Trust and, thus, irrevocable so long as this Deed of Trust is in force and effect.

5.12 Remedies Cumulative and Non-Exclusive. The rights of entry, sale, or suit, as hereinabove or hereinafter conferred, are cumulative of all other rights and remedies herein or by law or in equity provided, and shall not be deemed to deprive Mortgagee or the Trustee of any such other legal or equitable rights or remedies, by judicial proceedings or otherwise, appropriate to enforce the conditions, covenants, and terms of this Deed of Trust and the other Loan Documents. The employment of any remedy hereunder or otherwise shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies.

ARTICLE VI

ASSIGNMENT OF PRODUCTION

6.1 Assignment. In addition to the conveyance to the Trustee herein made, each Mortgagor does hereby transfer, assign, deliver and convey unto Mortgagee, its successors and assigns, all of the oil, gas, and other minerals produced, saved, or sold from the Mortgaged Property and attributable to the interests of such Mortgagor therein subsequent to 7:00 a.m. on the first day of the month in which this Deed of Trust is executed, together with the proceeds

[redacted] [redacted] [redacted]

of any sale thereof. Each Mortgagor hereby directs any purchaser now or hereafter taking any production from the Mortgaged Property to pay to Mortgagee such proceeds derived from the sale thereof and to continue to make payments directly to Mortgagee until notified in writing by Mortgagee to discontinue the same. The purchaser of any such production shall not be required to see to the application of the proceeds thereof by Mortgagee, and payment made to Mortgagee shall be binding and conclusive as between such purchaser and such Mortgagor. Each Mortgagor further agrees to perform all such acts and to execute all such further assignments, transfer and division orders, and other instruments as may be required or desired by Mortgagee or any other party to have such proceeds and revenues so paid to Mortgagee.

6.2 Change of Purchaser. Should any purchaser taking the production from the Mortgaged Property fail to make prompt payment to Mortgagee in accordance with the provisions of Section 6.1, Mortgagee shall have the right, at the expense of Mortgagors, to demand a change of connection and to designate another purchaser with whom a new connection may be made, without any liability on the part of Mortgagee in making such selection, so long as ordinary care is used in the making thereof. Promptly upon such demand, each Mortgagor shall take all necessary and appropriate action to effect such change of connection.

6.3 Application of Proceeds. Each Mortgagor authorizes and empowers Mortgagee to receive, hold, and collect all sums of money paid to Mortgagee in accordance with the provisions of Section 6.1, and to apply the same as hereinafter provided, all without any liability or responsibility on the part of Mortgagee, save and except as to good faith in so receiving and applying such sums. Mortgagee may apply all sums received by Mortgagee pursuant to Section 6.1 to the payment of the Indebtedness, application to be made in such manner as Mortgagee may elect, regardless of whether the application so made shall exceed the payments of principal and interest then due as provided in the Loan Documents. After such application has been so made by Mortgagee, the balance of any such sums shall be paid to Mortgagors.

6.4 No Postponement of Installments on Indebtedness. It is understood and agreed that should such payments provided for by Section 6.1 be less than the sum or sums then due on the Indebtedness, such sum or sums then due shall nevertheless be paid by Mortgagors in accordance with the provisions of the Loan Documents, and neither the assignment made pursuant to Section 6.1 nor any other provisions hereof shall in any manner be construed to affect the terms and provisions of the Loan Documents. Likewise, neither the assignment made pursuant to Section 6.1 nor any other provisions hereof shall in any manner be construed to affect the Liens, rights, title, and remedies herein granted securing the Indebtedness or the liability of Mortgagors therefor. The rights under this Article VI are cumulative of all other rights, remedies, and powers granted under this Deed of Trust and are cumulative of any other security which Mortgagee now holds or may hereafter hold to secure the payment of the Indebtedness.

6.5 Turnover to Mortgagee. Should any Mortgagor receive any of the proceeds of any sale of oil, gas, or other minerals produced, saved, or sold from the Mortgaged Property, which under the terms hereof should have been remitted to Mortgagee, such Mortgagor will immediately remit same in full to Mortgagee.

6.6 Release of Proceeds Upon Payment of Indebtedness. Upon payment in full of all Indebtedness and the termination of the Commitments, the remainder of such proceeds held by Mortgagee, if any, shall be paid over to Mortgagors upon demand, and a release of the interest hereby assigned will be made, without recourse or warranty, by Mortgagee to Mortgagors at their request and expense.

6.7 Duty of Mortgagee. Mortgagee shall not be liable for any failure to collect, or for any failure to exercise diligence in collecting, any funds assigned hereunder. Mortgagee shall be accountable only for funds actually received.

6.8 Power of Attorney to Mortgagee. Each Mortgagor does hereby designate Mortgagee as the agent of such Mortgagor to act in the name, place, and stead of such Mortgagor for the purpose of taking any and all actions deemed by Mortgagee necessary for the realization by Mortgagee of the benefits of the assignment of production provided herein, recognizing such agency in favor of Mortgagee to be coupled with the interests of Mortgagee under this Deed of Trust and, thus, irrevocable so long as this Deed of Trust is in force and effect.

ARTICLE VII

MISCELLANEOUS

7.1 Further Assurances. Upon request of Mortgagee, Mortgagors will promptly correct any defects, errors, or omissions in the execution or acknowledgment of this Deed of Trust or any other Loan Document, and execute, acknowledge, and deliver such other assurances and instruments as shall, in the opinion of Mortgagee, be necessary to fulfill the terms of this Deed of Trust.

7.2 Interest. Any provision in any document that may be executed in connection herewith to the contrary notwithstanding, Mortgagee shall in no event be entitled to receive or collect, nor shall any amounts received hereunder be credited so that Mortgagee shall be paid, as interest a sum greater than that authorized by law. If any possible construction of this Deed of Trust or any Loan Document seems to indicate any possibility of a different power given to Mortgagee or any authority to ask for, demand, or receive any larger rate of interest, this clause shall override and control, and proper adjustments shall be made accordingly.

7.3 Agreement as Entirety. This Deed of Trust, for convenience only, has been divided into Articles, Sections, and subsections. The rights, powers, privileges, duties, and other legal relations of Mortgagors, the Trustee, and Mortgagee shall be determined from this Deed of Trust as an entirety and without regard to the aforesaid division into Articles, Sections, and subsections and without regard to headings affixed to such Articles, Sections, or subsections.

7.4 Number and Gender. Whenever the context requires, reference herein made to the single number shall be understood to include the plural, and the plural shall likewise

be understood to include the singular. Words denoting sex shall be construed to include the masculine, feminine, and neuter when such construction is appropriate; and specific enumeration shall not exclude the general, but shall be construed as cumulative.

7.5 Rights and Remedies Cumulative. All rights, powers, immunities, remedies, and Liens of Mortgagee existing and to exist hereunder or under any other instruments or at law or in equity and all other or additional security shall be cumulative and not exclusive, each of the other. Mortgagee shall, in addition to the rights and remedies herein expressly provided, be entitled to such other remedies as may now or hereafter exist at law or in equity for securing and collecting the Indebtedness, for enforcing the covenants herein, and for foreclosing the Liens hereof. Resort by Mortgagee to any right or remedy provided for hereunder or at law or in equity shall not prevent concurrent or subsequent resort to the same or any other right or remedy. No security heretofore, herewith, or subsequently taken by Mortgagee shall in any manner impair or affect the security given by this Deed of Trust or any security by endorsement or otherwise presently or previously given; and all security shall be taken, considered, and held as cumulative.

7.6 Parties in Interest. This Deed of Trust shall be binding upon the parties and their respective heirs, administrators, legal representatives, successors, and assigns and shall inure to the benefit of the Mortgagee, the Lenders, and their respective successors and assigns. The terms used to designate any of the parties herein shall be deemed to include the heirs, administrators, legal representatives, successors, and assigns of such parties. The term "Mortgagee" shall also include any lawful owner, holder, or pledgee of any Indebtedness.

7.7 Supplements. Without in any manner limiting the effect of Section 1.4 or any other provisions of this Deed of Trust as to the binding effect of this Deed of Trust on after-acquired rights of Mortgagors, it is contemplated by the parties hereto that from time to time additional interests and properties may or will be added to the interests and properties subject to the Liens, rights, titles, and interests created by this Deed of Trust by means of supplemental indentures identifying this Deed of Trust and describing such interests and properties to be so added and included. Upon the execution of any such supplemental indenture, the Liens, rights, titles, and interests created herein shall immediately attach to and be effective with respect to any such interests and properties so described, the same as if such interests and properties had been specifically described herein, and such interests and properties being included in the term "Mortgaged Property," as used herein.

7.8 Invalidity. In the event that any one or more of the provisions contained in this Deed of Trust shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Deed of Trust or any other Loan Document.

7.9 Construction. All titles or headings to Articles, Sections, subsections, or other divisions of this Deed of Trust or the exhibits hereto are only for the convenience of the parties and shall not be construed to have any effect or meaning with respect to the other content of such Articles, Sections, subsections, or other divisions, such other content being controlling as to the agreement among the parties hereto. Article, Section, subsection, and Exhibit

references herein are to such Articles, Sections, subsections, and Exhibits of this Deed of Trust unless otherwise specified. The words "hereby," "herein," "hereinabove," "hereinafter," "hereinbelow," "hereof," and "hereunder" when used in this Deed of Trust shall refer to this Deed of Trust as a whole and not to any particular Article, Section, subsection, or provision of this Deed of Trust.

7.10 Fixtures, Minerals and Accounts. Without in any manner limiting the generality of any of the foregoing hereof, some portions of the personal Property described hereinabove are or are to become fixtures on the Lands. In addition, the security interest created hereby under applicable provisions of the UCC attaches to minerals, including oil and gas, and accounts resulting from the sale thereof, at the wellhead or minehead located on the Lands.

7.11 Financing Statement Filings. This Deed of Trust may be filed as provided in Article 9 of the UCC to assure that the security interests granted by this Deed of Trust are perfected. In this connection, this Deed of Trust will be presented to a filing officer under the UCC to be filed in the real estate records as a Financing Statement covering minerals and fixtures.

7.12 Addresses. For purposes of filing this Deed of Trust as a financing statement, the addresses for Mortgagors, as the debtors, and Mortgagee, as the secured party, are as set forth hereinabove.

7.13 Counterparts. For the convenience of the parties, this Deed of Trust may be executed in multiple counterparts, each of which for all purposes shall be deemed, and may be enforced from time to time as, a chattel mortgage, real estate mortgage, deed of trust, security agreement, assignment or contract, or as one or more thereof. For recording purposes, various counterparts have been executed, and there may be attached to each such counterpart an Exhibit A containing only the description of the Mortgaged Property, or portions thereof, which relates to the county or state in which the particular counterpart is to be recorded. A complete, original counterpart of this Deed of Trust with a complete Exhibit A may be obtained from Mortgagee. Each of the counterparts hereof so executed shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

7.14 No Waiver by Mortgagee. No course of dealing on the part of Mortgagee, its officers or employees, nor any failure or delay by Mortgagee with respect to exercising any of its rights or remedies hereunder shall operate as a waiver thereof nor shall the exercise or partial exercise of any such right or remedy shall preclude the exercise of any other right or remedy.

7.15 Governing Agreement. This Deed of Trust is made pursuant and subject to the terms and provisions of the Credit Agreement. In the event of a conflict between the terms and provisions of this Deed of Trust and those of the Credit Agreement, the terms and provisions of the Credit Agreement shall govern and control. The inclusion in this Deed of Trust of provisions not addressed in the Credit Agreement shall not be deemed a conflict, and all such additional provisions contained herein shall be given full force and effect.

7.16 Special Provisions Applicable to Mortgaged Property in Louisiana. The following special provision shall apply to that portion of the Mortgaged Property located in the State of Louisiana:

(a) Limitations Upon Event of Certain Security. The obligations described in Sections 2.1 and 2.2 are secured by the mortgage covering the Leases and the Land to the extent they do not exceed, at any one time, an amount equal to twice the aggregate original principal amount of the Notes. Except as otherwise provided in the immediately preceding sentence (and then only to the extent such limitations are required by law) the entire amount of the Indebtedness is secured hereby without limitation or reduction.

(b) Continuation in Event of Novation. The security granted by in the provisions of this Deed of Trust shall continue with respect to any new obligation arising from any novation (subjective or objective) of the Indebtedness as permitted by Louisiana Civil Code Article 1884, as well as to any other renewals, modifications, amendments, revisions, or extensions of the Indebtedness.

(c) Confession of Judgment. Each Mortgagor hereby confesses judgment upon the Notes and the entire Indebtedness if any part of the same is not paid at maturity, consenting that executory process be issued thereon to enforce the same.

(d) Authority. Each Mortgagor is represented herein by its undersigned officer, duly authorized by resolution of its Board of Directors, a certified copy of evidence of such person's authority being annexed hereto and made a part hereof for all purposes.

(e) Additional Remedies Upon Default. Upon the occurrence of any Event or Default under this Deed of Trust, in addition to any other rights and remedies available to Mortgagee:

(i) Mortgagee may cause the Mortgaged Property to be seized and sold under executory or other legal process issued by any competent court, without appraisement (the benefits of all laws relative to appraisement being hereby expressly waived), as an entirety or in lots or parcels as Mortgagee may determine, to the highest bidder for cash, or on such terms as the plaintiff in such proceedings may direct; and

(ii) Mortgagee, as secured party, shall have and may exercise all of the rights, remedies, and powers of a secured party under the Louisiana R.S. 10:9-101 et seq. (the "LA. UCC"), including, without limitation, the right and power to sell, at one or more public or private sales, or otherwise disposed of or utilize the Mortgaged Property or any part

thereof in any manner authorized or permitted under the LA. UCC after a default by a debtor, or to apply the proceeds thereof toward payment of any reasonable costs and expenses and attorneys' fees and legal expenses thereby incurred by Mortgagee, as secured party, toward payment of the Indebtedness, in such order or manner as Mortgagee shall elect.

(f) Waiver. Each Mortgagor hereby expressly waives:

(i) The benefit of appraisement, as provided in Article 2332, 2723, and 2724, Louisiana Code of Civil Procedure, and all other laws conferring the same;

(ii) The demand and three days' delay afforded by Articles 2639 and 2721, Louisiana Code of Civil Procedure;

(iii) The three days' delay provided by Articles 2331 and 2722, Louisiana Code of Civil Procedure; and

(iv) The benefit of the other provisions of Article 2331, 2722, and 2723, Louisiana Code of Civil Procedure, and any other notices or conditions prescribed by law as a prerequisite to the institution of a suit or sale of the Mortgaged Property. Mortgagor expressly agrees to the immediate seizure of the Mortgaged Property.

(g) Appointment of Receiver or Keeper. Mortgagee may cause a receiver or keeper to the appointed to take possession of the Leases or other Mortgaged Property to manage, administer, operate, and conserve the value thereof and collect the rents, issues, revenues, proceeds, and profits thereof. The receiver or keeper may also take possession of, and for these purposes use any and all moveable property contained in or on the premises and used by Mortgagors in the operation thereof, whether or not the same is covered by this Deed of Trust. After paying costs of collection and any other expenses incurred, the proceeds shall be applied to the payment of the Indebtedness in such order as Mortgagee shall elect, and Mortgagee shall not be liable to account to Mortgagors for any loss, damage, or neglect suffered by or to the Leases or Mortgagors as a consequence thereof, except such as are caused by the intentional act or gross negligence of Mortgagee's own employees or agents. Mortgagee may designate any firm, person, or corporation to be the receiver or keeper of the Leases as provided by La. R.S. 9:5132 and similar statutes.

(h) Release. In accordance with the provisions of Louisiana Civil Code Article 3298, as amended from time to time, if Mortgagors and/or KCS Pipeline shall pay in full when due the Indebtedness and shall duly entirely

perform and observe all terms, provisions, covenants, and agreements herein and in the other Loan Documents provided to be performed and observed by Mortgagors and/or KCS Pipeline, and if neither Mortgagors, KCS Pipeline nor Mortgagee is bound to the other or any third person to permit any further obligation to be incurred then or thereafter, then Mortgagors may give notice to Mortgagee of the intent to terminate this Deed of Trust and request that Mortgagee execute a release of this Deed of Trust at the expense of Mortgagors. Such termination shall not become effective, and Mortgagee shall not be obligated to execute such a release, until 30 days after Mortgagee has actually received notice at its address set forth hereinabove in this Deed of Trust and until Mortgagee has determined, in good faith, that Mortgagors are entitled to terminate this Mortgage and obtain such release.

(i) References to "real property" are understood to include immovable property. References to "personal property" are understood to include movable property. References to "joint and several" liability, if any, shall be interpreted under Louisiana law as a reference to solidary liability.

(j) The grant of mortgage and hypothec made in Section 1.1 of this Deed of Trust, for purposes of Louisiana law, is made by each Mortgagor in favor of Mortgagee in trust for the benefit of the Lenders, with all of the rights and powers provided to Mortgagee pursuant to La. R.S. 9:5301 et seq. All rights, titles, interest, and remedies granted by Mortgagors to the Trustee hereunder shall inure to the Mortgagee. Mortgagee may elect to exercise its foreclosure rights and remedies in the State of Louisiana without the necessity of the Trustee taking any action, all rights and remedies with respect thereto being vested in Mortgagee.

7.17 Special Provisions Applicable to Mortgaged Property in Michigan. The following special provisions shall apply to that portion of the Mortgaged Property located in the State of Michigan:

(a) Each Mortgagor covenants and agrees that upon the occurrence of an Event of Default the entire Indebtedness shall immediately become due, payable, and collectible without notice, at the option of Mortgagee or its assigns, regardless of maturity, and Mortgagee or its assigns may before or after entry sell the Mortgaged Property without appraisement (each Mortgagor having waived and assigned to 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 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 such Mortgaged Property is situated, all other notices except those required by law being hereby waived by each Mortgagor (and Mortgagee, or any person on behalf of Mortgagee, may bid with the unpaid Indebtedness). Said sale shall be held at or on the Mortgaged Property to be sold or at the Federal, county, or city courthouse for the county in which the Mortgaged Property is located. Mortgagee is hereby authorized to execute for and on behalf of Mortgagors and to deliver to the purchaser at such sale a sufficient conveyance of such Mortgaged 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 each Mortgagor hereby constitutes and appoints Mortgagee or any agent or attorney of Mortgagee, the agent and attorney in fact of such 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 such Mortgagor, all of which are hereby expressly waived by each Mortgagor and conveyed to 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 Mortgaged Property.

In the event of a sale as hereinbefore provided, each Mortgagor or any persons in possession under such 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 the Indebtedness provided by law. To the extent of a conflict between the terms and provisions of this Section and those of Section 5.3, this Section shall control.

7.18 Special Provisions Applicable to Mortgaged Property in Mississippi. The following special provisions shall apply to that portion of the Mortgaged Property located in the State of Mississippi:

(a) In the event any of the provisions of this Deed of Trust are contrary to the provisions of the laws of Mississippi, the provisions of this Deed of Trust are subject to the laws of Mississippi.

(b) The non-judicial foreclosure and sale of any part of the Mortgaged Property located in the State of Mississippi shall be made at public outcry to the

highest bidder for cash. Sale shall be made after having advertised for three consecutive weeks preceding the sale in a newspaper published in the county in which the Mortgaged Property is situated or, if none is so published, then in some newspaper having a general circulation therein, and by posting a notice for the same time at the courthouse of the same county. The Trustee may appoint or delegate any one or more Persons as agent to perform any act or acts necessary or incident to any sale held by the Trustee, including the posting of notices and the conduct of the sale, but in the name of and on behalf of the Trustee, his substitute or successor. Each Mortgagor waives the provisions of Section 89-1-55 of the Mississippi Code of 1972, as amended, insofar as this section restricts the right of the Trustee to offer at sale more than 160 acres at a time; and the Trustee may, in his discretion, offer the Mortgaged Property as a whole or in such part or parts as he may deem desirable regardless of the manner in which it may be described. Any sale made by the Trustee hereunder may be adjourned by announcement at the time and place appointed for such sale without further notice except as may be required by law. If the Mortgaged Property is situated in two or more counties, or in two judicial districts of the same county, the Trustee shall have full power to select in which county or judicial district the sale of the Property is to be made, newspaper advertisement published and notice of sale posted, and the Trustee's selection shall be binding upon such Mortgagor and Mortgagee. Any corporate officer of Mortgagee may declare such Mortgagor to be in default and may request the Trustee to sell the Property.

(c) The Trustee may not be a purchaser of the Mortgaged Properties.

7.19 Special Provision Applicable to Mortgaged Property in Montana. The following special provision shall apply to that portion of the Mortgaged Property located in the State of Montana:

This Deed of Trust is granted and conveyed to secure the maximum amount of indebtedness of the Borrowers, which, at any time outstanding, shall not be in excess of $150,000,000.

7.20 Special Provisions Applicable to Mortgaged Property in Wyoming. The following special provisions shall apply to that portion of the Mortgaged Property located in the State of Wyoming:

(a) Mortgagee shall have the right to proceed pursuant to law to foreclose and sell the Mortgaged Property either by advertisement and sale as provided in the laws of the State of Wyoming or by court action, and out of the proceeds of such sale, Mortgagee shall pay all sums due hereunder, together with all costs of sale and foreclosure, including reasonable attorneys' fees. Notwithstanding any other provisions of this Deed of Trust, the manner of such foreclosure by advertisement and sale shall be as provided for by Wyoming law.

(b) Upon the occurrence of an Event of Default and during the period of redemption, Mortgagee shall be entitled to immediate possession of the Mortgaged Property and rents and profits therefrom.

(c) Notwithstanding any other provisions of this Deed of Trust, the fee payable to the Trustee hereunder shall not exceed the maximum allowed by Wyoming law.

7.21 Restatement of Prior Security Instruments. This Deed of Trust is and shall be considered as an amendment to and restatement in their entirety of (a) the security instruments described on Schedule I attached hereto, executed by KCS Resources, Inc., doing business in the States of Montana, North Dakota and Wyoming as KCS Mountain Resources, Inc., and KCS Pipeline Systems, Inc. in favor of Bank One, Texas, National Association, for itself and as agent (the "Prior Bank One Security Instruments"), which Prior Bank One Security Instruments have been assigned to the Lenders pursuant to that certain Assignment of Notes, Liens, Security Interests, and Other Rights dated effective as of September 25, 1996, by Bank One, Texas, National Association, CIBC Inc. and Den norske Bank AS, and legal title to which has been assigned by the Lenders to Mortgagee pursuant to such assignment, which assignments are to be recorded contemporaneously herewith; and (b) the security instruments described on Schedule II attached hereto, executed by KCS Energy Marketing, Inc. and KCS Michigan Resources, Inc. in favor of Comerica Bank-Texas, for itself and as agent (the "Prior Comerica Security Instruments"), which Prior Comerica Security Instruments have been assigned to the Lenders pursuant to that certain Assignment of Notes, Liens, Security Interests, and Other Rights dated effective as of September 25, 1996, by Comerica Bank-Texas and Den norske Bank AS, and legal title to which has been assigned by the Lenders to Mortgagee pursuant to such assignment, which assignments are to be recorded contemporaneously herewith. The Prior Bank One Security Instruments and the Prior Comerica Security Instruments, as herein expressly amended and restated, are hereby ratified, approved and confirmed by Mortgagors and Mortgagee in every respect. All liens and security interests created, extended or renewed by the Prior Bank One Security Instruments and the Prior Comerica Security Instruments are hereby ratified and confirmed and extended, renewed and carried forward by this Deed of Trust to secure the payment of the Indebtedness. All references to the Prior Bank One Security Instruments and/or the Prior Comerica Security Instruments in any documents heretofore or hereafter executed shall be deemed to refer to the Prior Bank One Security Instruments and the Prior Comerica Security Instruments as amended and restated by this Deed of Trust.

[redacted] [redacted] [redacted]

THUS SIGNED in multiple originals in my office in Houston, Harris County, Texas, by the person who appears above my signature below in the presence of the two aforesaid competent witnesses who have signed their names hereto, and me, Notary, on the date and in the month and year first hereinabove written, but effective as of the 25 day of September, 1996, after due reading of the whole.

MORTGAGORS:

KCS RESOURCES, INC., doing business in the States of Montana, New Mexico, North Dakota and Wyoming as KCS Mountain Resources, Inc.

By: _____
Henry A. Jurand
Vice President

ATTEST:

By: _____
Kathryn M. Kinnamon
Treasurer

[SEAL]

WITNESSES:

_____

_____
(Printed Name of Witness)

_____

_____
(Printed Name of Witness)

_____
Notary Public in and for the
State of Texas

ELIA H. ABRAHAM
Notary Public, State of Texas
My Commission Expires 5-22-99

_____
(Printed Name of Notary)

My Commission Expires:

_____

THUS SIGNED in multiple originals in my office in Houston, Harris County, Texas, by the person who appears above my signature below in the presence of the two aforesaid competent witnesses who have signed their names hereto, and me, Notary, on the date and in the month and year first hereinabove written, after due reading of the whole.

ATTEST:

By: _____
Kathryn M. Kinnamon
Treasurer

KCS MICHIGAN RESOURCES, INC.

By: _____
Henry A. Jurand
Vice President

[SEAL]

WITNESSES:

_____
(Printed Name of Witness)

_____
(Printed Name of Witness)

_____
Notary Public in and for the
State of Texas

ELIA H. BRAHAM
Notary Public, State of Texas
My Commission Expires 5-22-99

_____
(Printed Name of Notary)

My Commission Expires:

_____

[redacted] [redacted] [redacted]

THUS SIGNED in multiple originals in my office in Houston, Harris County, Texas, by the person who appears above my signature below in the presence of the two aforesaid competent witnesses who have signed their names hereto, and me, Notary, on the date and in the month and year first hereinabove written, after due reading of the whole.

ATTEST:

By: _____
Kathryn M. Kinnamon
Treasurer

KCS ENERGY MARKETING, INC.

By: _____
Henry A. Jurand
Vice President

[SEAL]

WITNESSES:

_____
(Printed Name of Witness)

_____
(Printed Name of Witness)

_____
Notary Public in and for the
State of Texas

ELIA H BRAHAM
Notary Public, State of Texas
My Commission Expires 5-22 99

_____
(Printed Name of Notary)

My Commission Expires:

_____

THUS SIGNED in multiple originals in my office in New York, New York County, New York, by the person who appears above my signature below in the presence of the two aforesaid competent witnesses who have signed their names hereto, and me, Notary, on the date and in the month and year first hereinabove written, after due reading of the whole.

ATTEST:

By: _____
Name: _____
Title: AUTHORIZED SIGNATORY

CIBC INC., AS COLLATERAL AGENT

By: _____
Marybeth Ross
Authorized Signatory

[SEAL]

WITNESSES:

_____
(Printed Name of Witness)

_____
(Printed Name of Witness)

_____
Notary Public in and for the
State of New York

SABINE MITTON
Notary Public, State of New York
No 01MI5034021
Qualified in Kings County
Commission Expires October 3, 1998

_____
(Printed Name of Notary)

My Commission Expires:

_____

[redacted] [redacted] [redacted]

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

MISSISSIPPI

Personally appeared before me, the undersigned authority in and for the said county and state, on this 24th day of September, 1996, within my jurisdiction, the within named Henry A. Jurand, who acknowledged that he is Vice President of KCS RESOURCES, INC., a Delaware corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

MONTANA and TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared Henry A. Jurand, Vice President of KCS RESOURCES, INC., a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of such corporation, and in the capacity therein stated.

MICHIGAN AND WYOMING

The foregoing instrument was acknowledged before me this 24th day of September, 1996, by Henry A. Jurand, Vice President of KCS RESOURCES, INC., a Delaware corporation, on behalf of the corporation.

NORTH DAKOTA

On this 24th day of September, in the year 1996, before me, personally appeared Henry A. Jurand, known to me to be the Vice President of the corporation described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City of Houston, State of Texas, this 24th day of September, 1996.

Elia H. Braham
NOTARY PUBLIC in and for
the State of Texas

ELIA H. BRAHAM
Notary Public, State of Texas
My Commission Expires 5-22-99

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

MISSISSIPPI

Personally appeared before me, the undersigned authority in and for the said county and state, on this 27th day of September, 1996, within my jurisdiction, the within named Henry A. Jurand, who acknowledged that he is Vice President of KCS MICHIGAN RESOURCES, INC., a Delaware corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

MONTANA and TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared Henry A. Jurand, Vice President of KCS MICHIGAN RESOURCES, INC., a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of such corporation, and in the capacity therein stated.

MICHIGAN AND WYOMING

The foregoing instrument was acknowledged before me this 27th day of September, 1996, by Henry A. Jurand, Vice President of KCS MICHIGAN RESOURCES, INC., a Delaware corporation, on behalf of the corporation.

NORTH DAKOTA

On this 27th day of September, in the year 1996, before me, personally appeared Henry A. Jurand, known to me to be the Vice President of the corporation described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City of Houston, State of Texas, this 27th day of September, 1996.

Elia H. Braham
NOTARY PUBLIC in and for
the State of Texas

ELIA H. BRAHAM
Notary Public, State of Texas
My Commission Expires 5-22-99

[redacted] [redacted] [redacted]

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

MISSISSIPPI

Personally appeared before me, the undersigned authority in and for the said county and state, on this 24th day of September, 1996, within my jurisdiction, the within named Henry A. Jurand, who acknowledged that he is Vice President of KCS ENERGY MARKETING, INC., a New Jersey corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

MONTANA and TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared Henry A. Jurand, Vice President of KCS ENERGY MARKETING, INC., a New Jersey corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of such corporation, and in the capacity therein stated.

MICHIGAN AND WYOMING

The foregoing instrument was acknowledged before me this 24th day of September, 1996, by Henry A. Jurand, Vice President of KCS ENERGY MARKETING, INC., a New Jersey corporation, on behalf of the corporation.

NORTH DAKOTA

On this 24th day of September, in the year 1996, before me, personally appeared Henry A. Jurand, known to me to be the Vice President of the corporation described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City of Houston, State of Texas, this 24th day of September, 1996.

Elia H. Braham
NOTARY PUBLIC in and for
the State of Texas

ELIA H. BRAHAM
Notary Public, State of Texas
My Commission Expires 5-22-99

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428

THE STATE OF NEW YORK § NY
§
COUNTY OF NEW YORK § Kings

MISSISSIPPI

Personally appeared before me, the undersigned authority in and for the said county and state, on this 25 day of September, 1996, within my jurisdiction, the within named Marybeth Ross, who acknowledged that she is an Authorized Signatory of CIBC INC., a Delaware corporation, and that for and on behalf of the said corporation, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

MONTANA and TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared Marybeth Ross, an Authorized Signatory of CIBC INC., a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, as the act and deed of such corporation, and in the capacity therein stated.

MICHIGAN AND WYOMING

The foregoing instrument was acknowledged before me this 25 day of September, 1996, by Marybeth Ross, an Authorized Signatory of CIBC INC., a Delaware corporation, on behalf of the corporation.

NORTH DAKOTA

On this 25 day of September, in the year 1996, before me, personally appeared Marybeth Ross, known to me to be an Authorized Signatory of the corporation described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City of New York, State of New York, this 25 day of September, 1996.

Sabine Mitton
NOTARY PUBLIC in and for
the State of New York

SABINE MITTON
Notary Public State of New York
No 01MI5034021
Qualified in Kings County
Commission Expires October 3, 1997

[redacted] [redacted] [redacted]

EXHIBIT A
TO
MORTGAGE, COLLATERAL REAL ESTATE MORTGAGE, DEED OF TRUST, INDENTURE, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF PRODUCTION

The designation "Working Interest" or "W.I.", or "G.W.I." when used in this Exhibit means an interest owned in an oil, gas, and mineral lease that determines the cost-bearing percentage of the owner of such interest. The designation "Net Revenue Interest" or "N.R.I." means that portion of the production attributable to the owner of a working interest after deduction for all royalty burdens, overriding royalty burdens or other burdens on production, except severance, production, and other similar taxes. The designation "Overriding Royalty Interest" or "ORRI" means an interest in production which is free of any obligation for the expense of exploration, development, and production, bearing only its pro rata share of severance, production, and other similar taxes and, in instances where the document creating the overriding royalty interest so provides, costs associated with compression, dehydration, other treating or processing, or transportation of production of oil, gas, or other minerals relating to the marketing of such production. The designation "Royalty Interest" or "RI" means an interest in production which results from an ownership in the mineral fee estate or royalty estate in the relevant land and which is free of any obligation for the expense of exploration, development, and production, bearing only its pro rata share of severance, production, and other similar taxes and, in instances where the document creating the royalty interest so provides, costs associated with compression, dehydration, other treating or processing or transportation of production of oil, gas, or other minerals relating to the marketing of such production.

Any reference in this Exhibit to wells or units is for warranty of interest, administrative convenience, and identification and shall not limit or restrict the right, title, interest, or properties covered by this Deed of Trust. All right, title, and interest of Mortgagor in the properties described herein are and shall be subject to this Deed of Trust, regardless of the presence of any units or wells not described herein.

The references to book or volume and page herein refer to the recording location of each respective Mortgaged Property described herein in the county and/or parish where the land covered by the Mortgaged Property is located.

Mortgagors are sometiems referred to herein as "Borrowers" or as "Grantors."

EXHIBIT "A"

STATE OF WYOMING

COUNTY OF SUBLETTE

LESSOR	LESSEE	DATE	RECORDING BOOK	RECORDING PAGE	DESCRIPTION
Federal Lease #W-015317	R.L. Manning	06/01/52			Insofar and only insofar as said lease covers and includes the following described lands: T32N, R109W, 6th P.M. Section 9: S/2SW/4, SW/4SE/4
Federal Lease #WY-08589	Jean Harmon	10/01/51			Insofar and only insofar as said lease covers and includes the following described lands: T32N, R109W, 6th P.M. Section 17: SE/4NE/4, NE/4SE/4

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[redacted] Description	Note	[redacted] Legal	NRI	[redacted] GWI
WYOMING				
GRASS CREEK CURTIS UNIT	#	T46N-R98W & R99W	WI 0.18354828	0.22173600
CURTIS UNIT #100-C		SESW SEC. 20, T46N-R98W	WI 0.18354828	0.22173600
CURTIS UNIT #102-C		SWSE SEC. 20, T46N-R98W	WI 0.18354828	0.22173600
CURTIS UNIT #105-C		SESE SEC. 20, T46N-R98W	WI 0.18354828	0.22173600
CURTIS UNIT #109-C		SWSE SEC. 20, T46N-R98W	WI 0.18354828	0.22173600
CURTIS UNIT #11-C		NESW SEC. 7, T46N-R98W	WI 0.18354828	0.22173600
CURTIS UNIT #111-C		NWSW SEC. 21, T46N-R98W	WI 0.16354828	0.22173600
CURTIS UNIT #116-C		NENE SEC. 30, T46N-R98W	WI 0.18354828	0.22173600
CURTIS UNIT #118-C		NENW SEC. 29, T46N-R98W	WI 0.18354828	0.22173600
CURTIS UNIT #14-C		SWSW SEC. 7, T46N-R98W	WI 0.16354828	0.22173600
CURTIS UNIT #121-C		NWNW SEC. 28, T46N-R98W	WI 0.18354828	0.22173600
CURTIS UNIT #127-C		SWNW SEC. 29, T46N-R98W	WI 0.18354828	0.22173600
CURTIS UNIT #128-C		SENW SEC. 29, T46N-R98W	WI 0.18354828	0.22173600
CURTIS UNIT #129-C		SWNE SEC. 29, T46N-R98W	WI 0.18354828	0.22173600
CURTIS UNIT #132-C		SENW SEC. 28, T46N-R98W	WI 0.18354828	0.22173600

Description	Note	Legal		NRI	GWI
CURTIS UNIT #135-C		SWNW SEC. 27, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #136-C		SENW SEC. 27, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #137-C		SWNE SEC. 27, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #138-C		SENE SEC. 27, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #139-C		SWSW SEC. 29, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #140-C		NESE SEC. 29, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #141-C		NWSW SEC. 28, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #142-C		NESW SEC. 28, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #143-C		NWSE SEC. 28, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #144-C		NESE SEC. 28, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #145-C		NWSW SEC. 27, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #146-C		NESW SEC. 27, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #147-C		NWSE SEC. 27, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #148-C		NESE SEC. 27, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #149-C		NWSW SEC. 26, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #15-C		SESW SEC. 7, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #152-C		SWSW SEC. 28, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #153-C		SESW SEC. 28, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #154-C		SWSE SEC. 28, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #155-C		SESE SEC. 28, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #156-C		SWSW SEC. 27, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #157-C		SESW SEC. 27, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #158-C		SWSE SEC. 27, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #159-C		SESE SEC. 27, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #16-C		SWSE SEC. 7, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #161-C		SESW SEC. 26, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #162-C		NWNE SEC. 33, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #164-C		NWNW SEC. 34, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #165-C		NENW SEC. 34, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #166-C		NWNE SEC. 34, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #167-C		NENE SEC. 34, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #168-C		NWNW SEC. 34, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #169-C		NENW SEC. 34, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #170-C		SWNW SEC. 34, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #178-C		SWSW SEC. 17, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #179-C		NESE SEC. 13, T46N-R99W	WI	0.18354828	0.22173600
CURTIS UNIT #180-C		NWSE SEC. 19, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #182-C		SWSW SEC. 28, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #183-C		SENW SEC. 27, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #184-C		SENW SEC. 34, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #185-C		NENW SEC. 18, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #186-C		NENE SEC. 18, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #187-C		SENW SEC. 18, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #188-C		SENE SEC. 18, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #189-C		NENE SEC. 18, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #19-C		NWNW SEC.20, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #190-C		NENE SEC. 18, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #191-C		NWSW SEC. 27, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #192-C		SWSW SEC. 20, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #193-C		SESW SEC. 27, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #194-C		NESE SEC. 28, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #195-C		NWNE SEC. 19, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #196-C		NENE SEC. 19, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #197-C		SESE SEC. 18, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #198-C		NWNW SEC. 19, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #2-C		NENW SEC. 7, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #20-C		NENW SEC. 19, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #22-C		NENE SEC. 19, T46N-R98W	WI	0.18354828	0.22173600

[redacted] Description	Note	[redacted] Legal		NRI	[redacted] GWI
CURTIS UNIT #23-C		NENE SEC. 13, T46N-R99W	WI	0.18354828	0.22173600
CURTIS UNIT #24-C		NWNW SEC. 17, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #27-C		SENE SEC. 13, T46N-R99W	WI	0.18354828	0.22173600
CURTIS UNIT #28-C		SWNW SEC. 18, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #29-C		SENW SEC. 18, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #30-C		SWNE SEC. 18, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #31-C		SENE SEC. 18, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #33-C		SENW SEC. 17, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #35-C		NWSW SEC. 18, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #36-C		NESW SEC. 18, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #38-C		NESE SEC. 18, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #42-C		NWSE SEC. 17, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #43-C		SWSW SEC. 18, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #44-C		SESW SEC. 18, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #45-C		SWSE SEC. 18, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #46-C		SESE SEC. 18, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #48-C		SESW SEC. 17, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #49-C		SWSE SEC. 17, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #52-C		NENE SEC. 24, T46N-R99W	WI	0.18354828	0.22173600
CURTIS UNIT #53-C		NWNW SEC. 19, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #54-C		NENW SEC. 19, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #55-C		NWNE SEC. 19, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #56-C		NENE SEC. 17, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #57-C		NENW SEC. 20, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #58-C		NENW SEC. 20, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #6-C		SENE SEC. 7, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #61-C		NWNW SEC. 21, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #62-C		SWNW SEC. 19, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #63-C		SENW SEC. 19, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #64-C		SWSE SEC. 19, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #65-C		SESE SEC. 19, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #66-C		SWNW SEC. 20, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #67-C		SENW SEC. 20, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #68-C		SWNE SEC. 20, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #69-C		SENW SEC. 20, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #71-C		SWNE SEC. 20, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #72-C		SENE SEC. 20, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #73-C		SENE SEC. 20, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #77-C		NWSW SEC. 19, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #78-C		NESW SEC. 19, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #8-C		NWSW SEC. 7, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #80-C		NESE SEC. 19, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #81-C		NWSW SEC. 20, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #83-C		NESW SEC. 20, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #86-C		NWSW SEC. 21, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #88-C		NESE SEC. 19, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #9-C		NESW SEC. 7, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #90-C		NESW SEC. 20, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #91-C		NWSE SEC. 20, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #92-C		NWSE SEC. 20, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #93-C		NESE SEC. 20, T46N-R98W	WI	0.18354828	0.22173600
CURTIS UNIT #97-C		SWSE SEC. 19, T46N-R98W	WI	0.18354828	0.22173600
GOLDEN EAGLE UNIT		T45N-R96W & R97W	WI		1.00000000
GOLDEN EAGLE #1		SESW SEC. 12, T45N-R97W	WI	0.80618320	1.00000000
GOLDEN EAGLE #2		SENW SEC. 12, T45N-R97W	WI	0.80618320	1.00000000
GOLDEN EAGLE #4		SWSE SEC. 12, T45N-R97W	WI	0.80618320	1.00000000
GOLDEN EAGLE #5		SWNW SEC. 12, T45N-R97W	WI	0.80618320	1.00000000
GOLDEN EAGLE #6		SENW SEC. 12, T45N-R97W	WI	0.80618320	1.00000000

Description	Note	Legal		NRI	GWI	
GOLDEN EAGLE #7		NWNW SEC. 12, T45N-R97W	WI	0.82180790	1.00000000	
GOLDEN EAGLE #8		NENW SEC. 12, T45N-R97W	WI	0.82180790	1.00000000	
GOLDEN EAGLE #10		NWSE SEC. 12, T45N-R97W	WI	0.80618320	1.00000000	
GOLDEN EAGLE #11		SWNE SEC. 12, T45N-R97W	WI	0.82180790	1.00000000	
GOLDEN EAGLE #12		NESW SEC. 12, T45N-R97W	WI	0.80618320	1.00000000	
GOLDEN EAGLE #A-13		NESW SEC. 12, T45N-R97W	WI	0.80812500	1.00000000	
GOLDEN EAGLE #14		SENW SEC. 12, T45N-R97W	WI	0.80618320	1.00000000	
LITTLE GRASS CR. UNIT		SEC. 10 & 11, T45N-R99W	WI		1.00000000	
LGCU #3-PHOS/TEN		NESE SEC. 10, T46N-R99W	WI	0.80187500	1.00000000	
LGCU #2		SWNW SEC. 11, T46N-R99W	WI	0.82329434	1.00000000	
LGCU #1 - MUDDY		SWNW SEC. 11, T46N-R99W	WI	0.83000000	1.00000000	
LGCU #4-FRONTIER		CSW SEC. 11, T46N-R99W	WI	0.82329434	1.00000000	
LITTLE GRASS CREEK #1-15	*	NENE SEC. 15, T46N-R99W	WI	0.75318147	1.00000000	BPO
			WI	0.60140049	0.80000000	APO
FEDERAL #4-2 (14 MILE)		SESW SEC. 2, T46N-R94W	WI	0.85500000	1.00000000	
SELLERS DRAW UNIT #2		SESW SEC. 21, T48N-R98W	WI	0.81593800	1.00000000	
BETA FEDERAL #2	*#	SWSE SEC. 5, T47N-R90W	WI	0.80500000	1.00000000	BPO
			WI	0.76250000	0.93750000	APO
BETA FEDERAL #4	#	NESW SEC. 6, T47N-R90W	WI	0.75468750	0.93750000	
USA TRICO #1		SWSW SEC. 5, T47N-R90W	WI	0.85500000	1.00000000	
FEDERAL #4-14X		SWSW SEC. 5, T47N-R90W	WI	0.85500000	1.00000000	
STRINGER #1		SWSW SEC. 5, T47N-R90W	WI	0.85500000	1.00000000	
MARSHALL #19-1		SWSW SEC. 19, T48N-R91W	WI	0.82600000	1.00000000	
MARSHALL #1-30	#	SENW SEC. 30, T46N-R91W	WI	0.85500000	1.00000000	
LAMB FEDERAL #2-12	*	NESW SEC. 12, T51N-R93W	WI	0.58812500	0.75000000	BPO
			WI	0.31125000	0.37500000	APO
MANDERSON UNIT		T50N-R92W & R93W	WI		1.00000000	
MANDERSON UNIT F43-18G		NESE SEC. 18, T50N-R92W	WI	0.81115624	1.00000000	
MANDERSON UNIT F44-12G (M)		SESE SEC. 12, T50N-R93W	WI	0.81115624	1.00000000	
MANDERSON UNIT F44-12G (F)		SESE SEC. 12, T50N-R93W	WI	0.80761390	1.00000000	
MANDERSON UNIT F14-12G		SWSW SEC. 12, T50N-R93W	WI	0.81115624	1.00000000	
MANDERSON UNIT F32-19G		SWNE SEC. 19, T50N-R92W	WI	0.81115624	1.00000000	
MANDERSON UNIT F41-24G		NENE SEC. 24, T50N-R93W	WI	0.81115624	1.00000000	
MANDERSON FEDERAL #24-20 (M)		SESW SEC. 20, T50N-R92W	WI	0.81115624	1.00000000	
MANDERSON FEDERAL #24-20 (P)		SESW SEC. 20, T50N-R92W	WI	0.80500000	1.00000000	
MANDERSON FEDERAL #24-13	*	SESW SEC. 13, T50N-R93W	WI	0.85172755	0.99617260	BPO
			WI	0.82547129	0.96938050	APO
AINSWORTH UNIT	#	T49N & T50N-R92W	WI		1.00000000	
AINSWORTH UNIT F43-33G		NESE SEC. 33, T50N-R92W	WI	0.84115975	1.00000000	
AINSWORTH UNIT F41-3G		NENE SEC. 3, T49N-R92W	WI	0.84115975	1.00000000	
AINSWORTH UNIT F41-4G		NENE SEC. 4, T49N-R92W	WI	0.84115975	1.00000000	
RUSHMORE 23-3		NESW SEC. 3, T49N-R92W	WI	0.84115975	1.00000000	
PEARCE #1-35		SESE SEC. 35, T50N-R92W	WI	0.79288020	1.00000000	
STATE #2-36		SESW SEC. 36, T50N-R92W	WI	0.78296250	1.00000000	
FLANAGAN #1-2	#	SWSE SEC. 2, T49N-R92W	WI	0.81500000	1.00000000	
NOWOOD GOVT A-1	#	SWSE SEC. 9, T48N-R90W	WI	0.80500000	1.00000000	
NOWOOD GOVT A-2	#	SWSE SEC. 9, T48N-R90W	WI	0.80500000	1.00000000	
NOWOOD GOVT A-3	#	NESW SEC. 9, T48N-R90W	WI	0.80500000	1.00000000	
NOWOOD GOVT B-1	#	SESW SEC. 9, T48N-R90W	WI	0.82500000	1.00000000	
NOWOOD GOVT B-3	#	SESW SEC. 9, T48N-R90W	WI	0.82500000	1.00000000	
KLAENHAMMER 1-B	*#	SWNE SEC. 24, T52N-R94W	WI	0.79918376	1.00000000	BPO
			WI	0.61439020	0.78324900	APO
#1 GREYBULL FEDERAL		SWSE SEC. 26, T52N-R94W	WI	0.78000000	1.00000000	
STATE #1-36		SESW SEC. 36, T54N-R94W	WI	0.51947530	0.66070000	
EMBLEM STATE #1	*	SESW SEC. 36, T54N-R96W	WI	0.76000000	1.00000000	BPO
			WI	0.62800000	0.80000000	APO
SEABOARD A #1		NENW SEC. 35, T56N-R98W	WI	0.85500000	1.00000000	
SEABOARD B #2		NWNW SEC. 35, T56N-R98W	WI	0.85500000	1.00000000	

WELLS

Description	Note	Legal		NRI	GWI	
SEABOARD #43-35		SENW SEC. 35, T56N-R98W	WI	0.85500000	1.00000000	
PEARSON PRATT #1		SENE SEC. 10, T56N-R98W	WI	0.85500000	1.00000000	
BIG POLECAT UNIT		T57N, R98W	WI		1.00000000	
BIG POLECAT A #1		SESW SEC. 16, T57N-R98W	WI	0.83812500	1.00000000	
BIG POLECAT A #3		NESW SEC. 16, T57N-R98W	WI	0.83812500	1.00000000	
BIG POLECAT A #4		SESW SEC. 16, T57N-R98W	WI	0.83812500	1.00000000	
BIG POLECAT A #5		NWSW SEC. 16, T57N-R98W	WI	0.83812500	1.00000000	
BIG POLECAT A #8		SWNW SEC. 16, T57N-R98W	WI	0.83812500	1.00000000	
BIG POLECAT A #9		SESW SEC. 16, T57N-R98W	WI	0.83812500	1.00000000	
BIG POLECAT A #10		NESW SEC. 16, T57N-R98W	WI	0.83812500	1.00000000	
BIG POLECAT A #16		SWSE SEC. 16, T57N-R98W	WI	0.83812500	1.00000000	
STATE POLECAT A #1		SESW SEC. 16, T57N-R98W	WI	0.83812500	1.00000000	
STATE POLECAT A #6		SENW SEC. 16, T57N-R98W	WI	0.83812500	1.00000000	
STATE POLECAT #11-16		NESW SEC. 16, T57N-R98W	WI	0.83812500	1.00000000	
DANKER A #2		NWNW SEC. 27, T68N-R98W	WI	0.85538020	1.00000000	
KERPER A #2		NESW SEC. 27, T57N-R98W	WI		1.00000000	
KERPER A #3		NWSE SEC. 27, T57N-R98W	WI	0.80541210	1.00000000	
GOV'T SEDGWICK A #4		NENE SEC. 34, T57N-R98W	WI	0.81500000	1.00000000	
GOV'T SEDGWICK A #5		SWSW SEC. 34, T57N-R98W	WI	0.81500000	1.00000000	
KOCH A #14-35		SESW SEC. 35, T57N-R98W	WI		1.00000000	
EXCEL STATE #56-16		NWSE SEC. 16, T57N-R100W	WI	0.77687500	1.00000000	
ALKALI BUTTE UNIT		T34N-R95W	WI		1.00000000	
ALKALI BUTTE #8		SENW SEC. 26, T34N-R95W	WI	0.86242280	1.00000000	
ALKALI BUTTE #7		NWNW SEC. 35, T34N-R95W	WI	0.86242280	1.00000000	
ALKALI BUTTE UNIT #3		SENW SEC. 1, T33N-R95W	WI	0.86242280	1.00000000	
ALKALI BUTTE UNIT #6		NESE SEC. 35, T34N-R95W	WI	0.86242280	1.00000000	
ALKALI BUTTE UNIT #4		SWNE SEC. 1, T33N-R95W	WI	0.86242280	1.00000000	
ALKALI BUTTE #2		SESW SEC. 36, T34N-R95W	WI	0.86242280	1.00000000	
DAVEY #1		NENW SEC. 20, T33N-R94W	WI	0.78000000	1.00000000	
PALMER FEDERAL #1		SESW SEC. 23, T34N-R95W	WI	0.79500000	1.00000000	
ACKERMAN #22-13		SENW SEC. 13, T34N-R91W	WI	0.80500000	1.00000000	
ACKERMAN #32-13	#	SWNE SEC. 13, T34N-R91W	WI	0.80500000	1.00000000	
BONNEVILLE UNIT #2		SWNE SEC. 27, T39N-R93W	WI	0.78577470	1.00000000	
HOWARD RANCH #23-15		NESW SEC. 15, T39N-R93W	WI	0.81500000	1.00000000	
TOUGH CREEK FED. #1-26	#	SENW SEC. 26, T39N-R93W	WI	0.68714290	1.00000000	
BONNEVILLE #23-1		SESW SEC. 23, T39N-R93W	WI	0.79250000	1.00000000	
LEONARD #1-24	*	NWNW SEC. 24, T39N-R90W	WI	0.63246002	0.95718120	BPO
			WI	0.48123039	0.52637305	APO
HORSE RANCH #4-2		SENW SEC. 4, T36N-R81W	WI	0.81500000	1.00000000	
HORSE RANCH #5-1		NENE SEC. 5, T36N-R81W	WI	0.81500000	1.00000000	
HORSE RANCH #4-5		NENE SEC. 4, T36N-R81W	WI	0.81500000	1.00000000	
HORSE RANCH #4-1		NESW SEC. 4, T36N-R81W	WI	0.81500000	1.00000000	
HORSE RANCH #33-1	#	SESW SEC. 33, T37N-R81W	WI	0.79500000	1.00000000	
HORSE RANCH #33-2	#	SWSW SEC. 33, T37N-R81W	WI	0.79500000	1.00000000	
DIAMOND DOME FED. #1		SENW SEC. 6, T20N-R77W	WI	0.85500000	1.00000000	
HATFIELD DOME FEDERAL #1	*	NWNE SEC. 2, T19N-R88W	WI	0.77384286	1.00000000	BPO
			WI	0.77113046	1.00000000	APO 1
			WI	0.77116506	1.00000000	APO 2
			WI	0.77341429	1.00000000	APO 3
HATFIELD DOME UPRR #1	*	SWSE SEC. 35, T20N-R88W	WI	0.77384286	1.00000000	BPO
			WI	0.76888096	1.00000000	APO 1
HATFIELD DOME UPRR #2		SWSE SEC. 35, T20N-R88W	WI	0.76888096	1.00000000	BPO
HATFIELD DOME #44-35		SESE SEC. 35, T20N-R88W	WI	0.76888096	1.00000000	
HATFIELD DOME #41-2		NENE SEC. 2, T19N-R88W	WI	0.76888096	1.00000000	
COW CREEK #1X-12		NWSE SEC. 12, T16N-R92W	WI	0.79544620	1.00000000	
COW CREEK #1-12		NWSE SEC. 12, T16N-R92W	WI	0.79663750	1.00000000	
DESERT SPRINGS #31-36		NWNE SEC. 36, T21N-R98W	WI	0.83000000	1.00000000	
RKC FEDERAL #12-23		SWNW SEC. 23, T26N-R113W	WI	0.68575623	0.89531860	

Description	Note	Legal	NRI	GWI	
KC FEDERAL #14-23		SWSW SEC. 23, T26N-R113W	WI 0.68575623	0.89531860	
ORRISON MCGINNIS #22-24	*	SENW SEC. 24, T26N-R113W	WI 0.69890364	0.90326800	BPO
			WI 0.61806144	0.76777800	APO 1
			WI 0.62092360	0.78148200	APO 2
KC FEDERAL #43-22		NESE SEC. 22, T26N-R113W	WI 0.51431708	0.67148890	
CPHERSON SPRINGS #23-2		NWNE SEC. 23, T13N-R94W	WI 0.80283100	1.00000000	
UKUZAKI FEDERAL #1-18		SESW SEC. 18, T22N-R93W	WI 0.57600000	0.75000000	
LACK BUTTE #44-25		SESE SEC. 25, T19N-R103W	WI 0.80500000	1.00000000	
ESA UNIT #2		SENW SEC. 16, T32N-R109W	WI 0.04740600	0.06250000	
HISKEY BUTTES UNIT		T20N&T21N - R111W&R112W	WI 0.00192037	0.00235630	
HISKEY BUTTES #1-6		NESW SEC. 6, T21N-R111W	WI 0.81500000	1.00000000	

STRIPPER ROYALTY REDUCTION

* PAYOUT

EXHIBIT B

Interest Rate

Subject to the terms of the Credit Agreement, interest on the Loans shall accrue and be payable at a rate per annum equal to the Adjusted Base Rate for each Base Rate Loan and the Adjusted LIBO Rate for each LIBO Rate Loan. Notwithstanding the foregoing, interest on past-due principal and, to the extent permitted by applicable law, past-due interest, shall accrue at the Default Rate and shall be payable upon demand by the Agent at any time as to all or any portion of such interest. In the event that the Borrower fails to select the duration of any Interest Period for any LIBO Rate Loan within the time period and otherwise as provided herein, such Loan (if outstanding as a LIBO Rate Loan) will be automatically converted into a Base Rate Loan on the last day of the then current Interest Period for such Loan or (if outstanding as a Base Rate Loan) will remain as, or (if not then outstanding) will be made as, a Base Rate Loan. Interest provided for herein shall be calculated on unpaid sums actually advanced and outstanding pursuant to the terms of this Agreement and only for the period from the date or dates of such advances until repayment.

"Adjusted Base Rate" shall mean, for any day and any Base Rate Loan, an interest rate per annum equal to the sum of (a) greater of (i) the Base Rate for such day, (ii) the Adjusted CD Rate for such day plus one-half of one percent (1/2%), or (iii) the Federal Funds Rate for such day plus one percent (1%) plus (b) the Applicable Margin for such Base Rate Loan, such rate to be computed on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed (including the first day but excluding the last day) during the period for which payable, but in no event shall such rate exceed the Highest Lawful Rate.

"Adjusted CD Rate" shall mean, for any day, the rate per annum (rounded upwards, if necessary, to the nearest 1/100 of 1%) determined by the Agent to be equal to the sum of (a) the quotient of (i) the CD Rate for such day divided by (ii) 1 minus the Reserve Requirement plus (b) the Assessment Rate.

"Adjusted LIBO Rate" shall mean, for any Interest Period for any LIBO Rate Loan, an interest rate per annum (rounded upwards, if necessary, to the nearest 1/100 of 1%) determined by the Agent to be equal to the sum of (a) the quotient of (i) the sum of the LIBO Rate for such Interest Period for such LIBO Rate Loan divided by (ii) 1 minus the Reserve Requirement for such Loan for such Interest Period plus (b) the Applicable Margin for such LIBO Rate Loan, such rate to be computed on the basis of a year of 360 days and actual days elapsed (including the first day but excluding the last day) during the period for which payable, but in no event shall such rate exceed the Highest Lawful Rate.

"Applicable Margin" shall mean, as to each Base Rate Loan and each LIBO Rate Loan, an amount equal to the percentage set forth below for such type of Loan and determined to be the applicable percentage pursuant to the Debt to EBITDA ratio as reflected in the most recent Financial Statements of the Guarantor and its Subsidiaries furnished to the Agent pursuant to

Section 5.2 or 5.3 and reported in the Compliance Certificate delivered therewith, which Applicable Margin shall change as necessary effective on each Adjustment Date:

Debt/EBITDA Ratio	LIBO Rate Loan Applicable Margin	Base Rate Loan Applicable Margin
Less than or equal to 1.50	0.625%	0%
Greater than or equal to 1.51 but less than 2.01	0.75%	0%
Greater than or equal to 2.01 but less than 2.51	.875%	0%
Greater than or equal to 2.51 but less than 3.01	1.125%	0.125%
Greater than 3.00	1.50%	0.50%

provided, however, (a) if such Financial Statements and related Compliance Certificate are not delivered when due, without giving effect to any applicable cure period, and the Applicable Margin increases from that previously in effect as a result of the delivery of such Financial Statements and Compliance Certificate, then the Applicable Margin during the period from the date upon which such Financial Statements and Compliance Certificate were required to be delivered, without giving effect to any applicable cure period, until the date upon which they actually are delivered shall, except as otherwise provided in clause (c), be the Applicable Margin as so increased; (b) if such Financial Statements and Compliance Certificate are delivered after the date such Financial Statements and Compliance Certificate were required to be delivered and the Applicable Margin decreases from that previously in effect as a result of the delivery of such Financial Statements and Compliance Certificate, then such decrease in the Applicable Margin shall not become applicable until the date upon which such Financial Statements and Compliance Certificate actually are delivered; and (c) if such Financial Statements and Compliance Certificate are not delivered prior to the date upon which the resultant Default shall become an Event of Default, then, effective upon such Default becoming an Event of Default, for the period from the date upon which such Financial Statements and Compliance Certificate were required to be delivered, after the expiration of the applicable cure period, until two Business days following the date upon which they actually are delivered, the Applicable Margin shall be .50%, in the case of Base Rate Loans and 1.50%, in the case of LIBO Rate Loans.

"Assessment Rate" shall mean, at any time, the rate (rounded upwards, if necessary, to the nearest 1/100 of 1%) then charged by the Federal Deposit Insurance Corporation (or any successor) to the Agent for deposit insurance for Dollar time deposits with the Agent at the Principal Office as determined by the Agent. The Assessment Rate determined by the Agent, in the absence of manifest error, shall be conclusive and binding.

"Base Rate" shall mean the interest rate announced or published by the Agent from time to time as its general reference rate of interest, which Base Rate shall change upon each change

[redacted] [redacted] [redacted]

in such announced or published general reference interest rate and which Base Rate may not be the lowest interest rate charged by the Agent.

"Base Rate Loan" shall mean any Loan or any portion of the Loan Balance which the Borrowers have requested, in the initial Borrowing Request for such Loan or a subsequent Borrowing Request for such portion of the Loan Balance, bear interest at the Adjusted Base Rate or which, pursuant to the terms hereof, is otherwise required to bear interest at the Adjusted Base Rate.

"CD Rate" shall mean, for any day relative to any determination of the Adjusted Base Rate for any Base Rate Loan, the rate of interest per annum (rounded upwards, if necessary, to the nearest 1/100 of 1%) determined by the Agent to be the average of the bid rates quoted to the Agent in the New York City secondary market at approximately 10:00 a.m. New York time (or as soon thereafter as practicable) initially, on the day such Base Rate Loan is made, and thereafter, from time to time as the Agent may select, by two (2) certificate of deposit dealers of recognized standing selected by the Agent, for the purchase at face value of 30-day certificates of deposit in an amount approximately equal or comparable to the amount of such Base Rate Loan. Each determination by the Agent of the CD Rate shall, in the absence of manifest error, be conclusive and binding.

"EBITDA" shall mean, for any period, Net Income for such period plus Interest Expense, federal and state income taxes, depreciation, amortization, and other non-cash expenses for such period deducted in the determination of Net Income for such period.

"Federal Funds Rate" shall mean, for any day, a rate of interest per annum (rounded upwards, if necessary, to the nearest 1/100 of 1%) equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers on such day, as published by the Federal Reserve Bank of New York, on the Business Day next succeeding such day, provided that (a) if the day for which such rate is to be determined is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if such rate is not so published for any day, the Federal Funds Rate for such day shall be the average rate charged to the Agent on such day on such transactions as determined by the Agent.

"Highest Lawful Rate" shall mean, with respect to each Lender, the maximum non-usurious interest rate, if any (or, if the context so requires, an amount calculated at such rate), that at any time or from time to time may be contracted for, taken, reserved, charged, or received under laws applicable to such Lender, as such laws are presently in effect or, to the extent allowed by applicable law, as such laws may hereafter be in effect and which allow a higher maximum non-usurious interest rate than such laws now allow.

"Interest Period" shall mean, subject to the limitations set forth in Section 2.3, with respect to any LIBO Rate Loan, a period commencing on the date such Loan is made or converted from a Loan of another type pursuant to this Agreement or the last day of the next preceding Interest Period with respect to such Loan and ending on the numerically corresponding

day in the calendar month that is one, two, three, six, or, subject to availability as determined by the Lenders, twelve months thereafter, as the Borrowers may request in the Borrowing Request for such Loan.

"LIBO Rate" shall mean, with respect to any Interest Period for any LIBO Rate Loan, the rate per annum (rounded upwards, if necessary, to the nearest 1/16 of 1%) equal to the average of the offered quotations appearing on Telerate Page 3750 (or if such Telerate Page shall not be available, any successor or similar service selected by the Agent and the Borrowers) as of approximately 11:00 a.m., London time, on the day two Business Days prior to the first day of such Interest Period for Dollar deposits in an amount comparable to the principal amount of such LIBO Rate Loan and having a term comparable to the Interest Period for such LIBO Rate Loan. If neither such Telerate Page 3750 nor any successor or similar service is available, the term "LIBO Rate" shall mean, with respect to any Interest Period for any LIBO Rate Loan, the rate per annum (rounded upwards if necessary, to the nearest 1/16 of 1%) quoted by the Agent at approximately 11:00 a.m., London time (or as soon thereafter as practicable) two Business Days prior to the first day of the Interest Period for such LIBO Rate Loan for the offering by the Agent to leading banks in the London interbank market of Dollar deposits in an amount comparable to the principal amount of such LIBO Rate Loan and having a term comparable to the Interest Period for such LIBO Rate Loan.

"LIBO Rate Loan" shall mean any Loan or any portion of the Loan Balance which the Borrowers have requested, in the initial Borrowing Request for such Loan or a subsequent Borrowing Request for such portion of the Loan Balance, bear interest at the Adjusted LIBO Rate and which is permitted by the terms hereof to bear interest at the Adjusted LIBO Rate.

"Reserve Requirement" shall mean, for any Interest Period for any LIBO Rate Loan, or for any day in computing the Adjusted CD Rate, the average maximum rate at which reserves (including any marginal, supplemental, or emergency reserves) are required to be maintained during such Interest Period under Regulation D by member banks of the Federal Reserve System in New York, with deposits exceeding one billion Dollars against (a) in the case of any LIBO Rate Loan, "Eurocurrency liabilities" (as such term is used in Regulation D) or (b) in the case of computing the Adjusted CD Rate, 30-day nonpersonal Dollar time deposits in an amount approximately equal or comparable to the aggregate amount of Base Rate Loans then outstanding. Each determination by the Agent of the applicable Reserve Requirement shall, in the absence of manifest error, be conclusive and binding.

SCHEDULE I

PRIOR BANK ONE SECURITY INSTRUMENTS

1. Deed of Trust, Assignment, Security Agreement, Financing Statement and Fixture Filing dated March 14, 1991, from The Lenape Resources Corporation, doing business in the State of Texas as Enercorp Resources, Inc., and Pomfret Production Co., Inc., to Arthur R. Gralla, Jr., Trustee for the benefit of Bank One, Texas, National Association, filed and recorded as follows:

JURISDICTION	FILING DATA
TEXAS	
Brazos County	Volume 1243, Page 378, Real Property Records
Colorado County	Volume 382, Page 226, Bond & Mortgage Records
Goliad County	Volume A114, Page 645, Deed of Trust Records
Hidalgo County	Volume 3047, Page 615, Official Public Records of Real Property
Howard County	Volume 366, Page 429, Deed of Trust Records
Karnes County	Volume 194, Page 113, Official Records
Madison County	Volume 378, Page 166, Official Records
Martin County	Volume 4, Page 187, Official Public Records
Starr County	Volume 629, Page 390, Official Public Records of Real Property
Val Verde County	Volume 359, Page 35, Deed of Trust Records

Victoria County	Volume 1588, Page 704, Deed of Trust Records
Zapata County	Volume 438, Page 698, Official Records
Secretary of State	Utility Security Instrument No. 91-043851, filed March 14, 1991

2. Deed of Trust, Assignment, Security Agreement, Financing Statement and Fixture Filing effective as of January 16, 1992, from The Lenape Resources Corporation, d/b/a Enercorp Resources, Inc., in favor of Arthur R. Gralla, Jr., Trustee for the benefit of Bank One, Texas, National Association, filed and recorded as follows:

JURISDICTION	FILING DATA
MISSISSIPPI	
Jasper County (1st District)	Deed of Trust Book 81, Page 194
Jasper County (2nd District)	Deed of Trust Book 118, Page 20

3. Deed of Trust, Assignment, Security Agreement, Financing Statement and Assignment of Production effective January 1, 1993, from The Lenape Resources Corporation, doing business in the State of Texas as Enercorp Resources, Inc., to Arthur R. Gralla, Jr., Trustee for the benefit of Bank One, Texas, National Association, filed and recorded as follows:

JURISDICTION	FILING DATA
TEXAS	
Chambers County	Volume 93212, Page 385, Official Public Records
Colorado County	Volume 67, Page 229, Official Records
DeWitt County	Volume 217, Page 408, Deed of Trust Records
Duval County	Volume 153, Page 33, Official Records

Fort Bend County	Volume 2545, Page 2407, Official Records
Jackson County	Volume 13, Page 415, Official Records
Jasper County	Volume 186, Page 461, Deed of Trust Records
Karnes County	Volume 646, Page 390, Official Records
Lavaca County	Volume 27, Page 706, Official Records
Live Oak County	Volume 299, Page 447, Deed of Trust Records
McMullen County	Volume 120, Page 191, Deed of Trust Records
Starr County	Volume 674, Page 365, Official Public Records of Real Property
Webb County	Volume 130, Page 375, Official Public Records
Secretary of State	Utility Security Instrument No. 93-139094, filed July 16, 1993

4. Supplemental Deed of Trust, Assignment, Security Agreement, Financing Statement and Fixture Filing effective as of January 1, 1993, between The Lenape Resources Corporation, d/b/a Enercorp Resources, Inc., and Bank One, Texas, National Association, filed and recorded as follows:

JURISDICTION	FILING DATA
MISSISSIPPI	
Jasper County (1st District)	Deed of Trust Book 85, Page 254
Jasper County (2nd District)	Deed of Trust Book 124, Page 418

5. Supplemental Deed of Trust, Assignment, Security Agreement, Financing Statement and Fixture Filing effective as of February 27, 1993, between The Lenape Resources Corporation, d/b/a Enercorp Resources, Inc., and Bank One, Texas, National Association, filed and recorded as follows:

JURISDICTION	FILING DATA
TEXAS	
Brazos County	Volume 1798, Page 188, Official Records
Colorado County	Volume 59, Page 236, Official Records
Goliad County	Volume 0006, Page 333, Official Records
Hidalgo County	Volume 3047, Page 615, Official Public Records of Real Property
Howard County	Volume 383, Page 60, Deed of Trust Records
Karnes County	Volume 643, Page 332, Official Records
Madison County	Volume 403, Page 425, Official Records
Martin County	Volume 29, Page 43, Official Public Records
Starr County	Volume 671, Page 126, Official Public Records of Real Property
Val Verde County	Volume 578, Page 16, Official Public Records
Victoria County	Volume 60, Page 257, Official Records
Zapata County	Volume 477, Page 696, Official Records

6. Supplemental Deed of Trust, Assignment, Security Agreement, Financing Statement and Fixture Filing effective as of February 27, 1993, between The Lenape Resources Corporation, doing business in the State of Texas as Enercorp Resources, Inc., and Bank One, Texas, National Association, filed and recorded as follows:

JURISDICTION	FILING DATA
TEXAS	
Secretary of State	Amendment to Utility Security Instrument No. 91-043851, filed January 10, 1994

7. First Supplemental Deed of Trust, Assignment, Security Agreement, Financing Statement and Fixture Filing effective as of March 15, 1994, between KCS Resources, Inc. and Bank One, Texas, National Association, filed and recorded as follows:

JURISDICTION	FILING DATA
TEXAS	
Chambers County	Volume 94232, Page 737, Official Public Records
Colorado County	Volume 102, Page 249, Official Records
DeWitt County	Volume 220, Page 197, Deed of Trust Records
Duval County	Volume 167, Page 342, Official Records
Fort Bend County	Volume 2635, Page 1610, Official Records
Jackson County	Volume 29, Page 545, Official Records
Jasper County	Volume 190, Page 683, Deed of Trust Records
Karnes County	Volume 656, Page 510, Official Records

Lavaca County	Volume 40, Page 698, Official Records
Live Oak County	Volume 307, Page 318, Deed of Trust Records
McMullen County	Volume 122, Page 300, Deed of Trust Records
Starr County	Volume 689, Page 747, Official Records
Webb County	Volume 197, Page 349, Official Public Records
Secretary of State	Amendment to Utility Security Instrument No. 93-139094, filed March 18, 1994

8. Second Supplemental Deed of Trust, Assignment, Security Agreement, Financing Statement and Fixture Filing effective as of March 15, 1994, between KCS Resources, Inc. and Bank One, Texas, National Association, filed and recorded as follows:

JURISDICTION	FILING DATA
MISSISSIPPI	
Jasper County (1st District)	Deed of Trust Book 88, Page 249
Jasper County (2nd District)	Deed of Trust Book 128, Page 383
TEXAS	
Brazos County	Volume 2061, Page 327, Official Records
Colorado County	Volume 102, Page 263, Official Records
Goliad County	Volume 20, Page 311, Official Records
Hidalgo County	Document No. 375217, Official Public Records

Howard County	Volume 391, Page 521, Deed of Trust Records
Karnes County	Volume 656, Page 524, Official Records
Madison County	Volume 412, Page 185, Official Records
Martin County	Volume 39, Page 389, Official Public Records
Starr County	Volume 689, Page 759, Official Records
Val Verde County	Volume 594, Page 449, Official Public Records
Victoria County	Volume 106, Page 250, Official Records
Zapata County	Volume 494, Page 616, Official Records
Secretary of State	Amendment to Utility Security Instrument No. 91-043851, filed March 18, 1994

9. Assignment of Interest in Loan Documents and Ratification of and Amendment to Deed of Trust, Assignment, Security Agreement, Financing Statement and Fixture Filing dated as of September 29, 1994, among KCS Resources, Inc., KCS Pipeline Systems, Inc., Bank One, Texas, National Association, Individually and as Agent for CIBC, Inc., acting through its Atlanta Office, filed and recorded as follows:

JURISDICTION	FILING DATA
MISSISSIPPI	
Jasper County (1st District)	Deed of Trust Book 90, Page 265
(2nd District)	Deed of Trust Book 130, Page 823

TEXAS

Brazos County	Volume 2220, Page 294, Official Records
Chambers County	Volume 94249, Page 795, Official Public Records
Colorado County	Volume 131, Page 80, Official Records
DeWitt County	Volume 222, Page 584, Deed of Trust Records
Duval County	Volume 177, Page 963, Official Records
Fort Bend County	Volume 2707, Page 1039, Official Records
Goliad County	Volume 28, Page 803, Official Records
Hidalgo County	Document No. 413443, Official Records
Howard County	Volume 397, Page 490, Deed of Trust Records
Jackson County	Volume 42, Page 756, Official Records
Jasper County	Volume 194, Page 395, Deed of Trust Records
Karnes County	Volume 664, Page 229, Official Records
Lavaca County	Volume 54, Page 103, Official Records
Live Oak County	Volume 314, Page 81, Deed of Trust Records
Madison County	Volume 418, Page 158, Official Records

Martin County	Volume 46, Page 634, Official Public Records
McMullen County	Volume 124, Page 382, Deed of Trust Records
Starr County	Volume 703, Page 266, Official Records
Val Verde County	Volume 606, Page 865, Official Public Records
Victoria County	Volume 138, Page 451, Official Records
Webb County	Volume 255, Page 626, Official Public Records
Zapata County	Volume 507, Page 57, Official Records
Secretary of State	Assignment of Utility Security Instrument No. 91-043851, filed January 17, 1995
	Assignment of Utility Security Instrument No. 93-139094, filed January 17, 1995

10. Ratification of and Amendment to Deed of Trust, Assignment, Security Agreement, Financing Statement and Fixture Filing effective as of November 7, 1995, by and among KCS Resources, Inc., KCS Pipeline Systems, Inc. and Bank One, Texas, National Association, as Agent, filed and recorded as follows:

JURISDICTION	FILING DATA
MISSISSIPPI	
Jasper County (1st District)	Deed Trust Book 136, Page 340
Jasper County (2nd District)	Deed Trust Book 94, Page 535

TEXAS

Brazos County	Volume 2497, Page 318, Real Property Records
Chambers County	Volume 95283, Page 754, Official Public Records
Colorado County	Volume 183, Page 438, Official Records
DeWitt County	Volume 227, Page 365, Deed of Trust Records
Duval County	Volume 199, Page 460, Official Records
Fort Bend County	Document No. 9601129, Real Property Records
Goliad County	Volume 47, Page 59, Official Records
Hidalgo County	Document No. 492446, Real Property Records
Howard County	Volume 409, Page 243, Deed of Trust Records
Jackson County	Volume 67, Page 331, Official Records
Jasper County	Volume 201, Page 248, Deed of Trust Records
Karnes County	Volume 680, Page 61, Official Records
Lavaca County	Volume 84, Page 79, Official Records
Live Oak County	Volume 325, Page 1, Deed of Trust Records
Madison County	Volume 433, Page 314, Official Public Records

Martin County	Volume 60, Page 128, Official Public Records
McMullen County	Volume 128, Page 353, Deed of Trust Records
Starr County	Volume 743, Page 518, Official Records
Val Verde County	Volume 630, Page 686, Official Public Records
Victoria County	Volume 198, Page 133, Official Records
Webb County	Volume 370, Page 689, Official Public Records
Zapata County	Volume 531, Page 412, Official Records
Secretary of State	Amendment of Utility Security Instrument No. 91-043851, filed January 29, 1996
	Amendment of Utility Security Instrument No. 93-139094, filed January 29, 1996

11. Mortgage, Deed of Trust, Indenture, Security Agreement, Financing Statement and Assignment of Production effective as of November 7, 1995, from KCS Resources, Inc., doing business as KCS Mountain Resources, Inc., to Arthur R. Gralla, Jr., Trustee for the benefit of Bank One, Texas, National Association, filed and recorded as follows:

JURISDICTION	FILING DATA
MONTANA	
Glacier County	Book 65, Page 103, Mortgage Records
Liberty County	Book 18, Page 146, Mortgage Records
Pondera County	Book 86, Page 294, Mortgage Records
Toole County	Book 65, Page 59, Mortgage Records

NORTH DAKOTA	
Renville County	Book 158, Page 536, Mortgage Records
WYOMING	
Big Horn County	Book 31, Page 1797, Mortgage Records
Carbon County	Book 925, Page 73, Mortgage Records
Converse County	Book 1087, Page 265, Mortgage Records
Fremont County	Book 715, Page 403, Mortgage Records
Hot Springs County	Microfilm Book 65, Page 990
Lincoln County	Book 377, Page 707, Photo Records
Natrona County	Book 48, Page 1, Official Records
Park County	Book 276, Page 985, Mortgage Records
Sublette County	Book 102, Page 655, Oil & Gas Records
Sweetwater County	Book 870, Page 463, Mortgage Records
Washakie County	Microfilm Book 70, Page 1036

12. Ratification of and Amendment to Deed of Trust, Assignment, Security Agreement, Financing Statement and Fixture Filing dated as of December 14, 1995, by and among KCS Resources, Inc., KCS Pipeline Systems, Inc. and Bank One, Texas, National Association, as Agent, filed and recorded as follows:

JURISDICTION	FILING DATA
MISSISSIPPI	
Jasper County (1st District)	Deed of Trust Book 95, Page 204

Jasper County (2nd District)	Deed of Trust Book 136, Page 892
TEXAS	
Brazos County	Volume 2529, Page 140, Real Property Records
Chambers County	Volume 96287, Page 712, Official Public Records
Colorado County	Volume 186, Page 710, Official Records
DeWitt County	Volume 1, Page 875, Official Records
Duval County	Volume 201, Page 507, Official Records
Fort Bend County	Document No. 9609249, Official Records
Goliad County	Volume 0048, Page 641, Official Records
Hidalgo County	Document No. 501426, Official Records
Howard County	Volume 410, Page 128, Deed of Trust Records
Jackson County	Volume 69, Page 716, Official Records
Jasper County	Volume 202, Page 117, Deed of Trust Records
Karnes County	Volume 681, Page 767, Official Records
Lavaca County	Volume 88, Page 213, Official Records
Live Oak County	Volume 326, Page 200, Deed of Trust Records

Madison County	Volume 435, Page 344, Official Public Records
Martin County	Volume 61, Page 583, Official Public Records
McMullen County	Volume 129, Page 186, Deed of Trust Records
Starr County	Volume 747, Page 458, Official Records
Val Verde County	Volume 633, Page 617, Official Public Records
Victoria County	Volume 204, Page 459, Official Records
Webb County	Volume 381, Page 637, Official Public Records
Zapata County	Volume 534, Page 1, Official Records
Secretary of State	Amendment of Utility Security Instrument No. #91-043851, filed February 12, 1996; File No. 617759
	Amendment of Utility Security Instrument No. #93-139094, filed February 12, 1996; File No. 617761

13. Ratification of and Amendment to Mortgage, Deed of Trust, Indenture, Assignment, Security Agreement, Financing Statement and Fixture Filing dated as of December 14, 1995, between KCS Resources, Inc., doing business as KCS Mountain Resources, Inc., and Bank One, Texas, National Association, as Agent, filed and recorded as follows:

JURISDICTION	FILING DATA
MONTANA	
Glacier County	Book 65, Page 139, Mortgage Records
Liberty County	Book 18, Page 154, Mortgage Records
Pondera County	Book 086, Page 505, Mortgage Records

[redacted] [redacted] [redacted]

Toole County	Book 65, Page 85, Mortgage Records
NORTH DAKOTA	
Renville County	Book 157, Page 311, Mortgage Records
WYOMING	
Big Horn County	Microfilm Book 32, Page 651
Carbon County	Book 926, Page 236
Converse County	Book 1088, Page 455, Mortgage Records
Fremont County	Book 721, Page 440
Hot Springs County	Microfilm Book 66, Page 332
Lincoln County	Book 380, Page 267, Photo Records
Natrona County	Instrument No. 573902
Park County	Document No. 19961264
Sublette County	Book 103, Page 59, Oil & Gas Records
Sweetwater County	Book 0872, Page 1487
Washakie County	Microfilm Book 70, Page 2113

SCHEDULE II

PRIOR COMERICA SECURITY INSTRUMENTS

1. Act of Mortgage and Security Agreement dated January 12, 1995, from KCS Energy Marketing, Inc. to Comerica Bank-Texas, filed and recorded as follows:

JURISDICTION	FILING DATA
LOUISIANA	
Cameron Parish	Mortgage Book 206, File No. 239164
Jefferson Parish	Mortgage Book 3683, Folio 12, Entry No. 9302562
Plaquemines Parish	M.O.B. 243, Folio 621
Terrebonne Parish	Mortgage Book 1004, Entry No. 949795
Minerals Management Service	January 20, 1995

2. First Amendment to Act of Mortgage and Security Agreement dated January 12, 1995, from KCS Energy Marketing, Inc. to Comerica Bank-Texas, filed and recorded as follows:

JURISDICTION	FILING DATA
LOUISIANA	
Cameron Parish	Conveyance Book 213, File No. 243239
Jefferson Parish	Mortgage Book 3721, Folio 417, Entry No. 9555214
Plaquemines Parish	M.O.B. 250, Folio 647
Terrebonne Parish	Mortgage Book 1036, Entry No. 965132
Minerals Management Service	Miscellaneous Records

The documents listed as items 1 and 2 above were assigned to Comerica Bank-Texas, as agent pursuant to Assignment of Note and Liens dated November 28, 1995, executed by Comerica Bank-Texas, filed and recorded as follows:

JURISDICTION	FILING DATA
LOUISIANA	
Cameron Parish	
Jefferson Parish	
Plaquemines Parish	
Terrebonne Parish	
Minerals Management Service	

3. Act of Second Amendment to Act of Mortgage and Security Agreement dated November 28, 1995, by KCS Energy Marketing, Inc. and Comerica Bank-Texas, as Agent, filed and recorded as follows:

JURISDICTION	FILING DATA
LOUISIANA	
Cameron Parish	Book 215, Mortgage Records; File No. 244032
Jefferson Parish	Mortgage Book 3731, Folio 42
Plaquemines Parish	M.O.B. 252, Folio 342
Terrebonne Parish	Entry No. 968929

4. Mortgage, Assignment of Production, Security Agreement and Financing Statement dated effective as of September 1, 1995, from KCS Energy Marketing, Inc. to Comerica Bank-Texas, as Agent, filed and recorded as follows:

JURISDICTION	FILING DATA
MICHIGAN	
Crawford County	Liber 405, Page 103, Mortgage Records

Grand Traverse County	Liber 1078, Page 490, Mortgage Records
Ingham County	Liber 2312, Page 577, Mortgage Records
Kalkaska County	Liber 346, Page 850, Mortgage Records; re-recorded in Liber 347, Page 689, Mortgage Records
Livingston County	Liber 1988, Page 204, Mortgage Records
Macomb County	Liber 6847, Page 709, Mortgage Records
Manistee County	Liber 623, Page 785, Mortgage Records
Montmorency County	Liber 00116, Page 0380, Mortgage Records
Newaygo County	Liber 362, Page 9141, Mortgage Records
Oakland County	Liber 15898, Page 056, Mortgage Records
Otsego County	Liber 0602, Page 891, Mortgage Records

5. Mortgage, Assignment of Production, Security Agreement and Financing Statement dated effective as of October 1, 1995, from KCS Michigan Resources, Inc. to Comerica Bank-Texas, as Agent, filed and recorded as follows:

JURISDICTION	FILING DATA
MICHIGAN	
Grand Traverse County	Liber 1078, Page 518, Mortgage Records
Kalkaska County	Liber 346, Page 878, Mortgage Records

Montmorency County	Liber 00166, Page 0350, Mortgage Records
Otsego County	Liber 0602, Page 913, Mortgage Records

6. Collateral Assignment of Documents, Liens and Security Interests dated effective January 12, 1995, from KCS Energy Marketing, Inc. to Comerica Bank-Texas, filed and recorded as follows:

JURISDICTION	FILING DATA
LOUISIANA	
Cameron Parish	Mortgage Book 206, Folio 217, Entry No. 239208
Jefferson Parish	Conveyance Book 2911, Folio 376, Entry No. 95-05521
Plaquemines Parish	M.O.B. 243, Folio 820, Entry No. 131
Terrebonne Parish	Mortgage Book 1004, Folio 684, Entry No. 949951

7. Collateral Assignment of Documents, Liens and Security Interests dated effective December 7, 1995, from KCS Energy Marketing, Inc. to Comerica Bank-Texas, as Agent, filed and recorded as follows:

JURISDICTION	FILING DATA
MICHIGAN	
Crawford County	
Grand Traverse County	Liber 1078, Page 512, Mortgage Records
Ingham County	Liber 2312, Page 599, Mortgage Records
Kalkaska County	Liber 347, Page 711, Mortgage Records

Livingston County	Liber 1988, Page 226, Mortgage Records
Macomb County	Liber 6847, Page 731, Mortgage Records
Manistee County	Liber 623, Page 807, Mortgage Records
Montmorency County	Liber 116, Page 374, Mortgage Records
Newaygo County	Liber 362, Page 9163, Mortgage Records
Oakland County	Liber 15898, Page 81, Mortgage Records
Otsego County	Liber 601, Page 309, Mortgage Records

8. Collateral Assignment of Documents, Liens and Security Interests dated effective as of September 6, 1996, from KCS Energy Marketing, Inc. to Comerica Bank-Texas, as Agent, filed and recorded as follows:

JURISDICTION	FILING DATA
MICHIGAN	
Crawford County	Liber 417, Page 521, Mortgage Records
Grand Traverse County	Liber 1117, Page 669, Mortgage Records
Kalkaska County	Liber 356, Page 465, Mortgage Records
Otsego County	Liber 620, Page 670, Mortgage Records

RETURN TO:
JACKSON & WALKER
ATTORNEYS AND COUNSELORS
1100 LOUISIANA, SUITE 4200
P. O. BOX 4771
HOUSTON, TEXAS 77210-4771
ATTN: LINDA R. WILKES

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

GORDON L. WILLIAMS, a single man, mortgagor, of P.O. Box 1559, Pinedale, WY 82941, to secure the payment of Ninety-One Thousand and NO/100 ($91,000.00) Dollars, payable in one payment of $92,700.00, which includes interest at the rate of 11% per annum from 10/8/96, said payment is due on or before 12/9/96, 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:

Tract No. Eleven (11) of the Redstone Warren Bridge 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 Redstone Warren Bridge 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 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 replacement 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. If the property described herein is sold under foreclosure or otherwise and the proceeds are insufficient to pay the total indebtedness hereby

259279

RECORDED Oct. 25 1996 10:00a M
IN BOOK 166 Mtg. & Lease PAGE 462
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Barton

Rlsd. BK 18 Pg 334 1/14/97 462

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.

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

DATED this 8 day of October, 1996.

GORDON L. WILLIAMS

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by GORDON L. WILLIAMS, this 16th day of October, 1996.

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires:
Aug 7, 2000

SHARI PAPE NOTARY PUBLIC SUBLETTE COUNTY WYOMING

SHARI PAPE
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
Aug. 7, 2000

[redacted] [redacted] [redacted]

AFTER RECORDING MAIL TO:

ROCK SPRINGS NATIONAL BANK
333 BROADWAY PO BOX 880
ROCK SPRINGS, WY 82902-0880

LOAN NO. 40-2046-7

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 25, 1996 . The mortgagor is GREGORY S. ANDERSON and SANDRA L. ANDERSON, HUSBAND AND WIFE AS TENANTS BY

This Security Instrument is given to ROCK SPRINGS NATIONAL BANK, ("Borrower").

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 Thousand Dollars 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 November 1, 2026 . 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 OF THE AMENDED ARROWHEAD SUBDIVISION, SUBLETTE COUNTY, WYOMING.

259297

RECORDED Oct. 25 1996 4:00PM
IN BOOK 66 mtg. & Lse. PAGE 464
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

which has the address of 15 FLINT TRAIL [Street] ("Property Address"); PINEDALE [City]
Wyoming 82941 [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 19 Rel. pg. 277 8/13/98
Asn. BK 66 mtg. Pg 470 10/28/96
464

Asn BK 71 mtg Page 658 6-16-98

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

Hole

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. [redacted] 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:

_____

_____

GREGORY S. ANDERSON (Seal) -Borrower

Social Security Number 520-72-6395

SANDRA L. ANDERSON (Seal) -Borrower

Social Security Number 520-84-2753

_____ (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 October 25, 1996 (date)

by GREGORY S. ANDERSON and SANDRA L. ANDERSON, HUSBAND AND WIFE AS TENANTS BY

(person acknowledging)

My Commission expires: 7-28-2000

Edwin R. Adams
Notary Public

EDWIN R. ADAMS - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires 7-28-2000

[redacted] [redacted] [redacted]

When Recorded Mail To:

ROCK SPRINGS NATIONAL BANK
PO BOX 880
ROCK SPRINGS WY, 82902-0880.

LOAN NO. 40-2046-7

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 SECURITY FIRST BANK, 101 WEST 19TH STREET, CHEYENNE, WY. 82001

all the rights, title and interest of undersigned in and to that certain Real Estate Mortgage dated OCTOBER 25, 1996 **, executed by** GREGORY S. ANDERSON AND SANDRA L. ANDERSON, HUSBAND AND WIFE.

to ROCK SPRINGS NATIONAL BANK

and whose address is 333 BROADWAY, P.O. BOX 880, ROCK SPRINGS WY. 82902-0880

recorded on 10/25/96 **In Book/Volume No.** 66 mtg **, page(s)** 464
as Document No. 259297
County Records, State of WYOMING , SUBLETTE **, on real estate legally described as follows:**

LOT 9 OF THE AMENDED ARROWHEAD SUBDIVISION, SUBLETTE COUNTY, WYOMING.

259298

RECORDED Oct. 25 1996 4:00 PM
IN BOOK 66 mtg PAGE 470
FEES 8.00 Mary L. Lee COUNTY CLERK
SUBLETTE CO., T., PINEDALE WYOMING
By Cathy Saxton

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.

LOAN NO. 40-2046-7

DATED: 10-25-96

Witness:

Witness:

JOHN W. HAY III - PRESIDENT

JUDY HARPER - MORTGAGE LOAN OFFICER

STATE OF WYOMING
COUNTY OF SUBLETTE) **ss.**

On OCTOBER 25, 1996 **before me, the undersigned, a Notary Public in and for the said County and State, personally appeared** JOHN W. HAY III AND JUDY HARPER

to me personally known, who, being duly sworn by me, did say that he/she/they is/are the THEY PRESIDENT AND MORTGAGE LOAN 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.**

TAMARA A. SPANN NOTARY PUBLIC
County of Sweetwater State of Wyoming
My Commission Expires June 10, 2000

(Official Seal)

Notary Public for the state of WYOMING
My commission expires: 6-10-00

[redacted] [redacted] [redacted]

AFTER RECORDING MAIL TO:

ROCK SPRINGS NATIONAL BANK
333 BROADWAY PO BOX 880
ROCK SPRINGS, WY 82902-0880

LOAN NO. 40-2047-5

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 25, 1996 . The mortgagor is STEVEN R. SALA and JULI A. SALA, 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 Eight Thousand Dollars and no/100 Dollars (U.S. $ 68,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on October 25, 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 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 16, SYLVAN BAY SUMMER HOMESITES, BRIDGER-TETON NATIONAL FOREST, LOCATED IN SECTION 32, TOWNSHIP 35 NORTH, RANGE 108 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING.

ALL RIGHT TITLE AND INTEREST OF THE MORTGAGORS UNDER AND BY VIRTUE OF THAT CERTAIN TERM SPECIAL USE PERMIT NO. 50/46 ON LOT 16 IN SYLVAN BAY DATED AND ISSUED TO THE MORTGAGORS BY THE UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE, AND COVERING THE NATIONAL FOREST LANDS LEGALLY DESCRIBED AS "LOT 16 OF THE SYLVAN BAY SUMMER HOME AREA, BRIDGER-TETON NATIONAL FOREST" LOCATED IN SECTION 32, TOWNSHIP 35 NORTH, RANGE 108 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING.

which has the address of 5 HUMMINGBIRD LOOP- SYLVAN BAY [Street], PINEDALE [City], Wyoming 82941 [Zip Code] ("Property Address");

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

259301

RECORDED Oct. 25 1996 4:00 PM
IN BOOK Ble mtg & Lse PAGE 472
FEES $16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

Rlsd. BK 25 Rcd. Pg. 189 8/18/05

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

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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
- ☐ 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:

STEVEN R. SALA (Seal) -Borrower

Social Security Number 563-53-1543

JULI A. SALA (Seal) -Borrower

Social Security Number 528-98-8167

(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 October 25, 1996 (date)

by STEVEN R. SALA and JULI A. SALA, HUSBAND AND WIFE (person acknowledging)

My Commission expires:

Notary Public

KAREN E. OLSEN - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires: 5/20/2000

AFTER RECORDING MAIL TO:

ROCK SPRI[redacted]ATIONAL BANK
333 BROADWAY PO BOX 880
ROCK SPRINGS, WY 82902-0880

LOAN NO. 40-2045-9

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 25, 1996 . The mortgagor is DONALD JOHN MORITSCH and REGINA DEE MORITSCH, HUSBAND AND WIFE

This Security Instrument is given to ROCK SPRINGS NATIONAL BANK, ("Borrower").

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 Eight Thousand Dollars and no/100 Dollars (U.S. $ 88,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on October 25, 2016 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications 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 4,5, AND 6, BLOCK 3, COOLEY SECOND ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING EXCEPTING THEREFROM THAT PART OF LOT 6 OF BLOCK 3 OF THE COOLEY SECOND ADDITION TO THE TOWN OF PINEDALE WITHIN THE SE1/4SW1/4 AND SW1/4SE1/4 OF SECTION 33, TOWNSHIP 34 NORTH, RANGE 109 WEST, SUBLETTE COUNTY, WYOMING BEING PART OF TRACT OF RECORD IN THE OFFICE OF THE CLERK OF SUBLETTE COUNTY, IN BOOK 13 OF DEEDS, PAGE 461, IT BEING THE INTENT TO REDESCRIBE THAT TRACT DESCRIBED IN STIPULATION-CIVIL NO. 3025- DISTRICT COURT NINTH JUDICIAL DISTRICT AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6 WHERE FOUND A 5/8" STEEL REINFORCING ROD WITH SURV.-KAP INSCRIBED "RIO VERDE ENGR PE LS 625"; THENCE NORTH, THE BASE BEARING FOR THIS SURVEY, 6.0 FEET ALONG THE WEST LINE OF SAID LOT 6 TO A POINT, TEMPORARILY MARKED BY A 5/8" X 12" STEEL REINFORCING ROD; THENCE S.87°25'E., 96.0 FEET TO A PK NAIL IN A TREATED CORNER FENCE POST; THENCE SOUTH, 1.67 FEET PARALLEL TO SAID WEST LINE TO A POINT ON THE SOUTH LINE OF SAID LOT 6, TEMPORARILY MARKED BY A 1/2" X 18" STEEL REINFORCING ROD; THENCE WEST 95.9 FEET ALONG THE SAID SOUTH LINE OF LOT 6 TO THE CORNER OF BEGINNING.

which has the address of 143 N. JACKSON 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.

259303

RECORDED Oct. 25 1996 4:05 PM
IN BOOK Lolo Mts PAGE 478
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sacton

Rlsd. Bk 21 Rel. pg 615 4-12-02 478

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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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:

Donald John Moritsch (Seal) -Borrower
DONALD JOHN MORITSCH
Social Security Number 566-82-2143

Regina Dee Moritsch (Seal) -Borrower
REGINA DEE MORITSCH
Social Security Number 483-82-3266

(Seal) -Borrower
Social Security Number

(Seal) -Borrower
Social Security Number

[Space Below This Line For Acknowledgment]

STATE OF ~~WYOMING,~~ California County ss: Santa Clara

The foregoing instrument was acknowledged before me this October ~~23~~ 28 1996 (date)

by DONALD JOHN MORITSCH and REGINA DEE MORITSCH, HUSBAND AND WIFE

L. P. SHELTON
Commission # 1078366
Notary Public — California
Santa Clara County
My Comm. Expires Jan 5, 2000

(person acknowledging)

My Commission expires: 5 Jan 2000

Notary Public

L P SHELTON COMM # 1078366 NOTARY PUBLIC CALIFORNIA Santa Clara County My Comm. Exp. Jan 5 2000

MORTGAGE

THIS MORTGAGE, made as of the 23 day of October, 19 96, from **SHAWN R. STEPHENS** and **CINDY A. STEPHENS,** of P.O. Box 1330, Jackson, WY 83001, hereinafter referred to as "Mortgagors", to **ROGER LARSON** and **MARION L. LARSON,** as joint tenants with full right of survivorship and not as tenants in common, of P.O. Box 1031, Rock Springs, WY 82902, hereinafter referred to as "Mortgagees".

The Mortgagors, for and in consideration of the sum of Fifty-Three Thousand Five Hundred and NO/100 ($53,500.00) 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 Fifty-ThreeThousand Five Hundred and NO/100 ($53,500.00) Dollars together with interest at the rate of nine percent (9%) per annum on the unpaid balance shall be paid in equal monthly installments of interest and principal of $542.63 each together with a balloon payment of all outstanding principal and accrued interest being due and payable on 10/28/2001. Payments of said monthly installments shall begin on 11/28/96, and continue in like amount on or before the same day of each and every month thereafter until the due date of the aforesaid balloon payment. Interest shall accrue on the principal amount from 10/28/96. 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 $25.00 after ten (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.

RECORDED October 28, 1996 at 2:15 P.M.
IN BOOK 66 MTG, PAGE 484
FEES $ 14.00 Mary L. Lucht COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoover 484

259321

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 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 Mortgagees as additional loss payees 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 Mortgagees. The payment clause shall be made payable to the Mortgagees 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 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 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.

SHAWN R. STEPHENS

Cindy A. Stephens
CINDY A. STEPHENS

STATE OF Wyoming)
)
COUNTY OF Sublette)

The foregoing **MORTGAGE** was acknowledged before me by SHAWN R. STEPHENS and CINDY A. STEPHENS, this 28 day of October, 19 96.

Witness my hand and official seal.

Karen E. Olsen
NOTARY PUBLIC

My Commission Expires:

KAREN E. OLSEN - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires: 5/2/2000

[redacted] [redacted] [redacted]

EXHIBIT "A"

Lot One Hundred Forty-Nine (149) of the Green River Ranch, 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 restrictions and covenants recorded 6/12/74, in Book 29 of Misc., Page 683, recorded 6/12/74 in Book 29 of Misc., Page 688 and recorded 11/5/74 in Book 30 of Misc., Page 223 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.

488

489 Rlsd: BK 19 Rel. pg 427 12/1/98

Ronald D. Elkin Merry B. Elkin 519 Independence Circle Rock Springs, WY 82901 **MORTGAGOR** "I" includes each mortgagor above.	NORTH SIDE STATE BANK OF ROCK SPRINGS, WYO. 601 North Front Street P. O. Box 820 Rock Springs, WY 82902-0820 **MORTGAGEE** "You" means the mortgagee, its successors and assigns.

REAL ESTATE MORTGAGE: For value received, I, Ronald D. Elkin and Merry B. Elkin, husband and wife, mortgage, grant and convey to you, with power of sale, on October 25, 1996, 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: 180 Rim Road (Street), Bondurant (City), Wyoming 82922 (Zip Code)

LEGAL DESCRIPTION:

Tract 5, Sheet 3 of the Hoback Ranches Subdivision, Sublette County, Wyoming, as said tract is laid down and described on the official plat of said subdivision, duly recorded in the office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, Wyoming, together with all improvements thereon, and easements, appurtenances and incidents belonging or appertaining thereto, or used in connection therewith; subject, however, to all mining, mineral and other exceptions, reservations, easements, covenants, conditions of record and existing subsidence and flood plain conditions, if any, and rights of way of record.

RECORDED October 28 1996 at 2:15 P M
IN BOOK 66 MTG PAGE 489
FEES $8.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
259325
By Tracey L Hoover

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 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.

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):
One (1) Promissory Note No. 19225-10 dated October 25, 1996, in the amount of One hundred thirty thousand and no/100 Dollars ($130,000.00)

The above obligation is due and payable on October 25, 1997 if not paid earlier.

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of - - One hundred thirty thousand and no/100- - - - Dollars ($ 130,000.00), 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.

Ronald D. Elkin

Merry B. Elkin

ACKNOWLEDGMENT: STATE OF WYOMING, County of Sweetwater } ss:

Individual or Corporation with Seal

The foregoing instrument was acknowledged before me by Ronald D. Elkin and Merry B. Elkin, husband and wife this 25th day of October, 1996.

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.

CHERYL A. SEDUSTROM Notary Public
County of Sweetwater State of Wyoming

My commission expires: March 18, 1998

Cheryl A Sedustrom
(Notary Public)

© 1985 BANKERS SYSTEMS [redacted] ST. CLOUD, MN 56301 (1-800-397-2341) FORM OCP-51TG-WY [redacted]

[redacted]OMING

[redacted] COVENANTS [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.

THE TITLE GUARANTY COMPANY OF WYOMING, INC.
FORM 4½ C

Rlsd. Bk 18 pg 373 2/24/97

491

MORTGAGE DEED

This Instrument Filed for Record on the
.....day of....., 19..... at ....o'clock .....M.
and Recorded in Book..... of.....
Page.....
NO. ..... County Clerk

Edward Dale Allgier and Patricia P. Allgier

mortgagor S...., of Sublette County, State of Wyoming, to secure the payment of **Twenty Thousand** Dollars, due 1/10/97 with interest thereon at the rate of zero percent per year (said sum, and the interest thereon, being referred to as the "indebtedness"), payable in one installment

in accordance with the provisions of that certain promissory note, dated October 29, 1996, hereby mortgage and warrant to mortgagee, Myrtha R. Linfoot, Trustee of the Myrtha R. Linfoot Trust

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

See Exhibit "A" attached.

259410

RECORDED Oct. 30 1996 9:00 AM
IN BOOK 164 Mtg PAGE 491
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sandoz

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 keep the premises insured [illegible] prove 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 [illegible] shall be added to and become 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 their hand(s) this 29 day of October 29, 1996

Attest: [illegible]

EDWARD DALE ALLGIER

PATRICIA P. ALLGIER

ROBIN E. OLSEN - NOTARY PUBLIC
County of [illegible] State of Wyoming
My Commission Expires: 5/26/2000

STATE OF Wyoming }
COUNTY OF Sublette } ss.

The foregoing instrument was acknowledged before me by Edward Dale Allgier and Patricia P. Allgier

this 29 day of October, 1996

Witness my hand and official seal.

My Commission expires: 5/26/2000

[illegible]
Title [illegible]cer

OIL CITY PRINTERS — CASPER, WYOMING

EXHIBIT "A" to Mortgage Deed

Edward Dale Allgier and Patricia P. Allgier, Mortgagors
Myrtha R. Linfoot, Trustee of the Myrtha R. Linfoot Trust, Mortgagee

Situate in Sublette County, State of Wyoming:

Parcel No. 1:

A portion of the SW1/4 of Section 34, Township 38 North, Range 113 West, 6th P.M., Sublette County, Wyoming, more particularly described as follows, to-wit:

Beginning at the Northeast corner of the W1/2 SW1/4 NE1/4 SW1/4 of said Section 34; thence South 88°16' East, along the North boundary of the E1/2 SW1/4 NE1/4 SW1/4 of said Section 34, a distance of 208.7 feet; thence South 00°19' East, a distance of 580.0 feet; thence North 88°16' West, a distance of 208.7 feet to a point on the East boundary of the W1/2 SW1/4 NE1/4 SW1/4 of said Section 34; thence North 00°19' West, along the East boundary of the W1/2 SW1/4 NE1/4 SW1/4 of said Section 34, a distance of 580.0 feet to the point of beginning; containing 2.78 acres more or less; together with all improvements and appurtenances thereunto appertaining.

Subject to all reservations and restrictions contained in United States patents.

Parcel No. 2:

A tract of land in the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) of Section 34, Township 38 North, Range 113 West of the 6th P.M., Sublette County, Wyoming, more particularly described as follows:

Beginning at a point located on the West line of the E1/2 SW1/4 NE1/4 SW1/4 of Section 34, South 00°28'34" West, a distance of 580.00 feet from the Northwest corner of the E1/2 SW1/4 NE1/4 SW1/4 (said point being the Southwest corner of a tract of land presently owned by D.R. Linfoot); thence from said point of beginning, South 89°14'34" East, 208.70 feet; thence South 00°28'30" East, 69.19 feet; thence North 89°13'57" West, 208.69 feet; thence North 00°28'30" West, 69.13 feet to the point of beginning, containing 0.33 acres, more or less; together with all improvements and appurtenances thereunto appertaining.

Total Acreage: 3.11 acres.

493

Rlsd. Bk. 91 pg. 175 7/23/01

KeyBank
Key Bank of Wyoming
BIG PINEY BRANCH
440 BUDD AVE
BIG PINEY, WY 83113
(307)2763961 (Lender)

MORTGAGE

259427

RECORDED Oct. 31, 1996 M
IN BOOK Lele Mtge PAGE 493
FEES $14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sapten

BORROWER	MORTGAGOR
KEVIN DALE JENSEN HOLLY ANN MARIE JENSEN	KEVIN DALE JENSEN HOLLY ANN MARIE JENSEN , HUSBAND AND WIFE
ADDRESS PO BOX 1102 BIG PINEY, WY 83113	ADDRESS PO BOX 1102 BIG PINEY, WY 83113
TELEPHONE NO. (307)2763642	TELEPHONE NO. (307)2763642
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	$21,000.00	10/25/96	10/10/06	962821150590	001000003311240

(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.

[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 pay all filing fees for the filing of such financing statements and for the at any time upon request of Lender, sign such financing statements. Mortgagor will, however, 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 AND ATTORNEYS' FEES. Upon default by borrower or Mortgagor under the Obligations and referral of this Mortgage to an attorney who is not a salaried employee of Lender, Mortgagor agrees to pay Lenders reasonable attorneys' fees. Additionally, Mortgagor agrees to pay all reasonable expenses incurred by Lender in foreclosing and realizing on the Property.

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]**RS 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 21ST day of OCTOBER, 1996.

MORTGAGOR: **KEVIN DALE JENSEN**

Kevin Dale Jensen

KEVIN DALE JENSEN

MORTGAGOR: **HOLLY ANN MARIE JENSEN**

Holly Ann Marie Jensen

HOLLY ANN MARIE JENSEN

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

STATE OF WYOMING)
) ss:
COUNTY OF Sublette)

On this 21st day of October 1996, before me personally appeared Kevin Dale Jensen and Holly Ann Marie Jensen 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 notarial seal this 21st day of October 1996.

KAREN S. WENZ - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Jan. 2, 2000

(SEAL)

My Commission Expires:

Karen S Wenz
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

STATE OF WYOMING RELEASE OF HOMESTEAD RIGHTS:
)
COUNTY OF LARAMIE) ss:
)

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

LOTS 9 AND 10 OF THE BALL SUBDIVISION, SUBLETTE COUNTY, WYOMING

SCHEDULE B

AFTER RECORDING RETURN TO LENDER AT ITS ADDRESS DESCRIBED ABOVE.

[redacted] [redacted] [redacted]

KeyBank

Key Bank of Wyoming
BIG PINEY BRANCH
440 BUDD AVE
BIG PINEY, WY 83113
(307)276-3961 (Lender)

HOME EQUITY LINE MORTGAGE

259428

RECORDED Oct. 31 19 96 1:25 PM
IN BOOK 454 Mtg. PAGE 498
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Boston

BORROWER	MORTGAGOR
J.MARK NOBLE SUSAN G. NOBLE	J.MARK NOBLE SUSAN G. NOBLE , HUSBAND AND WIFE
ADDRESS 542 N MAYBELL AVE PINEDALE, WY 82941	ADDRESS 542 N MAYBELL AVE PINEDALE, WY 82941
TELEPHONE NO. (307)3676529 IDENTIFICATION NO.	TELEPHONE NO. (307)3676529 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	$30,000.00	10/10/96	10/10/26	962741124290	

(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; and

(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 any taxes or against the Obligations. Any funds applied may, at Lender's option, be applied in reverse order of the due date thereof.

[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) commits fraud or makes a material misrepresentation at any time in connection with the Obligations or this Mortgage, including, but not limited to, false statements made by Mortgagor about Mortgagor's income, assets, or any other aspects of Mortgagor's financial condition;
(b) fails to meet the repayment terms of the Obligations; or
(c) violates or fails to comply with a covenant contained in this Mortgage which adversely affects the Property or Lender's rights in the Property, including, but not limited to, transferring title to or selling the Property without Lender's consent, failing to maintain insurance or to pay taxes on the Property, allowing a lien senior to Lender's to result on the Property without Lender's written consent, allowing the taking of the Property through eminent domain, allowing the Property to be foreclosed by a lienholder other than Lender, committing waste of the Property, using the Property in a manner which would be destructive to the Property, or using the Property in an illegal manner which may subject the Property to seizure or confiscation.

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 AND ATTORNEYS' FEES. Upon default by borrower or Mortgagor under the Obligations and referral of this Mortgage to an attorney who is not a salaried employee of Lender, Mortgagor agrees to pay Lenders reasonable attorneys' fees. Additionally, Mortgagor agrees to pay all reasonable expenses incurred by Lender in foreclosing and realizing on the Property.

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.

Spouse of Grantor upon the consideration aforesaid, does hereby release and forever quit-claim unto Lender, as Mortgagee, all his/her rights of homestead in and to the above granted 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 10TH day of OCTOBER, 1996.

MORTGAGOR: J. MARK NOBLE

J. MARK NOBLE

MORTGAGOR: SUSAN G. NOBLE

SUSAN G. NOBLE

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

STATE OF [redacted]

COUNTY OF Sublette)
) ss:
)

On this 24th day of October, 1996, before me personally appeared J. Mark Noble & Susan G. Noble 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 24th day of October, 1996.

(SEAL)

My Commission Expires: 12/12/98

SUSAN J. HANSON - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES DECEMBER 12, 1998

Susan J. Hanson
Notary Public

STATE OF WYOMING

COUNTY OF _____)
) ss:
)

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 _____)

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, BLOCK 2 OF THE COOLEY EIGHTH ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING

SCHEDULE B

FIRST MORTGAGE HELD BY MIDFIRST BANK

AFTER RECORDING RETURN TO LENDER AT ITS ADDRESS DESCRIBED ABOVE.

LP-WY506 © FormAtion Technologies, Inc. (12/2/93) (800) 937-3799

Rock Springs National Bank
PO Box 880
Rock Springs, WY 82902-0880

503

WHEN RECORDED MAIL TO:

Rock Springs National Bank
333 Broadway
P.O. Box 880
Rock Springs, WY 82002-0880

SEND TAX NOTICES TO:

259444

RECORDED November 1 1996 2:15PM
IN BOOK 66 MISC PAGE 503
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoover

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

CONSTRUCTION MORTGAGE

THIS MORTGAGE IS DATED 10/31/96 **, between** RODNEY L. MATTHEWS and LINDA Y. MATTHEWS, HUSBAND AND WIFE **whose address is:** NHN CLUB HOUSE ROAD, PINEDALE, WY 82941 **(referred to below as "Grantor"); and Rock Springs National Bank, whose address is 333 Broadway, PO Box 880, Rock Springs, WY 82902-0880 (referred to below as "Lender").**

GRANT OF MORTAGE. 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 WY (the "Real Property"):

LOT 15 OF THE SUBLETTE GOLF COURSE SUBDIVISION, SUBLETTE COUNTY, WYOMING.

The Real Property tax identification number is

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 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.

GRANTOR. The word "Grantor" means RODNEY L. MATTHEWS and LINDA Y. MATTHEWS 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 Security First Savings & Loan, 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 10/31/96 , IN THE ORIGINAL PRINCIPAL AMOUNT OF Sixty Five Thousand Dollars and no/100. 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, environmental 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 tenatable 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 Transporation 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 to 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 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 idemnify, 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 strpping 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 Improvement, 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 grater 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, 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 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 offical 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 reaonably 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. Each insurance policy also shall include an endorsenment providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. 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 staisfactory 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.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage, or if any actior 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 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 thelawful 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 the 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 consel 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 authorles.

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 proceedings 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.

SUBEQUENT 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 execute 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, 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 as first and prior liens on the Property, whether now owned or hereafter aquired 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.

DEFAULT IN FAVOR OF THIRD PARTIES. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's or any Grantor's ability to repay the Loans or perform their respective obligations under this Mortgage or any of the Related Documents.

FALSE STATEMENTS. Any warranty, representation or statement made or furnished to Lender by or on behalf or Grantor under this Mortgage, the Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

DEATH OR INSOLVENCY. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

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.

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.

INSECURITY. Lender in good faith deems itself insecure.

[redacted] [redacted] [redacted]

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 rate provided for in the Note. 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 responsibile 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 vaild and enforceable.

SUCCESSOR 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 Mortage, the granting of such consent by Lender in any instance shall 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. 507

GRANTOR:

x Rody L Matthews
RODNEY L. MATTHEWS

x Linda Y. Matthews
LINDA Y. MATTHEWS

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Wyoming)
)SS
COUNTY OF SWEETWATER)

TAMARA A. SPANN NOTARY PUBLIC
County of Sweetwater State of Wyoming
My Commission Expires June 10, 2000

On this day before me, the undersigned Notary Public, personally appeared RODNEY L. MATTHEWS and LINDA Y. MATTHEWS, HUSBAND AND WIFE, 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 offical seal this 31st **day of** October **, 19**96

By Tamara A. Spann
TAMARA A. SPANN

Residing at 22 Warbonnett Rd Rock Springs WYO

Notary Public in and for the State of Wyoming

My Commission expires 06/10/00

MORTGAGE

THIS MORTGAGE, made as of the 31st day of October, 1996, from **RICHARD L. DANFORTH** and **LINDA A. DANFORTH,** husband and wife, of P.O. Box 261, Big Piney, WY 83113, hereinafter referred to as "Mortgagors", to **JOHN L. D. TANNER, Trustee under the John L.D. Tanner April 29, 1988 Family Trust, and SHIRLEY A. TANNER, Trustee under the Shirley A. Tanner April 29, 1988 Family Trust,** of P.O. Box 728, Big Piney, WY 83113, hereinafter referred to as "Mortgagees".

The Mortgagors, for and in consideration of the sum of Fourteen Thousand and NO/100 ($14,000.00) 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 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 Fourteen Thousand and NO/100 ($14,000.00) Dollars together with interest at the rate of eight percent (8%) per annum on the unpaid balance shall be paid in one hundred twenty (120) equal monthly installments of interest and principal of $169.86 each. Payments of said monthly installments shall begin on 12/1/96 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 11/1/96. 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 $15.00 after ten (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.

RECORDED November 1 1996 2:15 PM
IN BOOK 46 MTG PAGE 508
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoover

259446

508

Rlsd. Bk 20 Rel. Pg 144 9/29/99

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 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 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 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.

RICHARD L. DANFORTH

LINDA A. DANFORTH

STATE OF Wyoming)
)
COUNTY OF Sublette)

The foregoing **MORTGAGE** was acknowledged before me by RICHARD L. DANFORTH and LINDA A. DANFORTH, this 31st day of October, 1996.

Witness my hand and official seal.

Betty Fear
NOTARY PUBLIC

My Commission Expires: 1/27/99

Betty Fear - Notary Public
County of Sublette
State of Wyoming
My Commission Expires 1/27/99

EXHIBIT "A"

Lot Thirteen (13) of the Friendly Creek 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 as recorded 8/6/82 in Book 40 of Misc., Page 589 and recorded 1/2/86 in Book 48 of Misc., Page 497 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.

513 Rlsd. Bk 19 pg 26 2/5/98

259454

RECORDED November 1 1996 3:10P M
IN BOOK 66, MTG & L PAGE 513
FEES $ 20.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Tracey L Hoover

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 25, 1996, 19 96. The mortgagor is CURTIS J. SORENSON AND PEGGY ANNE SORENSON, HUSBAND AND WIFE ("Borrower"). This Security Instrument is given to 66 FEDERAL CREDIT UNION, which is organized and existing under the laws of UNITED STATES OF AMERICA, and whose address is P. O. BOX 1358, BARTLESVILLE, OK 74005 ("Lender"). Borrower owes Lender the principal sum of THIRTY THOUSAND DOLLARS AND NO/100---------- Dollars (U.S. $ 30,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on NOVEMBER 1, 2011. 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 FOR LEGAL DESCRIPTION)

which has the address of 563 SOUTH FREMONT AVENUE [Street], PINEDALE [City],
Wyoming 82941 [Zip Code] ("Property Address");

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

[redacted] [redacted] [redacted]

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:

.....

.....

Curtis J. Sorenson (Seal)
CURTIS J. SORENSON —Borrower

Social Security Number 387-36-9683

Peggy Anne Sorenson (Seal)
PEGGY ANNE SORENSON —Borrower

Social Security Number 450-94-8367

[Space Below This Line For Acknowledgment]

STATE OF KANSAS COUNTY OF DOUGLAS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 25TH DAY OF OCTOBER, 1996 BY: CURTIS J. SORENSON AND PEGGY ANNE SORENSON, HUSBAND AND WIFE

MY COMMISSION EXPIRES: 6-10-97

NOTARY PUBLIC - State of Kansas
DEANNE M. SCHURER
My Appt. Exp. 6-10-97

Deanne M. Schurer
NOTARY PUBLIC

519

LEGAL DESCRIPTION

LOT 2 OF THE FINLAYSON ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING EXCEPTING THEREFROM A TRACT OF LAND BEING PART OF LOT 2 OF THE FINLAYSON ADDITION TO THE TOWN OF PINEDALE MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT; THENCE FROM POINT OF BEGINNING S 00 DEGREES 11' E., ALONG THE EAST BOUNDARY OF SAID LOT 2, A DISTANCE OF 70.00 FEET; THENCE S 89 DEGREES 43' W., A DISTANCE OF 148.92 FEET; THENCE N 34 DEGREES 55' W., ALONG THE WEST BOUNDARY OF SAID LOT 2, A DISTANCE OF 85.11 FEET; THENCE N 89 DEGREES 43' E., ALONG THE NORTH BOUNDARY OF SAID LOT 2, A DISTANCE OF 197.5 FEET TO THE POINT OF BEGINNING.

AP# 2SORENSON.CURTI LN# 80274105 L12

SECOND HOME RIDER

THIS SECOND HOME RIDER is made on this 25th day of October, 1996, 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 66 FEDERAL CREDIT UNION

property described in the Security Instrument (the "Property"), which is located at:

563 SOUTH FREMONT 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.

Curtis J. Sorenson
CURTIS J. SORENSON (Seal) -Borrower

Peggy Anne Sorenson
PEGGY ANNE SORENSON (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

520 Red Bk 211 Pg 145 7-6-01

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

STEVE LOUIE ROBERTS and **TEENA MAE ROBERTS**, husband and wife, mortgagors, of 1257 N. 9th, Laramie, WY 82070, to secure the payment of Thirty-Five Thousand and NO/100 ($35,000.00) Dollars, payable in 180 equal monthly payments of $397.81 each, which include interest at the rate of 11% per annum from 10/29/96; first said monthly payment is due on or before 11/29/96 and on the 29th 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 Four (4), Block One (1) of the Amended Redstone Second Addition to the Town of Pinedale, Sublette County, Wyoming as the same appears on the official map or plat thereof 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 as recorded 3/28/78 in Book 33 of Misc., Page 678 in the office of the County Clerk for 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 replacement 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

259456

RECORDED November 1 19 96 3:10 P M
IN BOOK 66 MTG PAGE 520
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
[redacted] Tracey L Hover [redacted]

hereunder, together with all cost of sale and foreclosure, including reasonable dollars, as attorney's fees. 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.

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

DATED this 1 day of November, 1996.

STEVE LOUIE ROBERTS

TEENA MAE ROBERTS

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by STEVE LOUIE ROBERTS and TEENA MAE ROBERTS, this 1st day of November, 1996.

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires:

SHARI PAPE * NOTARY PUBLIC * SUBLETTE COUNTY, WYOMING

SHARI PAPE
County of
Sublette
My Commission Expires:
Aug. 7, 2000
Notary Public
State of
Wyoming

521

522 Rlsd. Bk 22 Rel. pg. 63 8-27-02

REAL ESTATE MORTGAGE

This Mortgage is made on 10/31/96, between JEAN A. KOGEL, an unmarried woman

herein called Mortgagors, whether one or more, and FORD CONSUMER FINANCE COMPANY INC herein called Mortgagee, with an address of
250 E CARPENTER FRWY
IRVING, TX 75062.

WITNESSETH: Mortgagors jointly and severally grant, bargain, sell, convey and mortgage to Mortgagee, its successors and assigns, the real property hereinafter described as security for the payment of a Note of even date herewith executed by Mortgagors in favor of and delivered to Mortgagee in the principal amount of $ 103,998.05, with interest thereon as provided in the Note and a maturity date of 11/01/11.

The property hereby mortgaged, and described below, includes improvements and fixtures now or hereafter attached together with easements, rights, privileges and interests.

TO HAVE AND TO HOLD the said property hereinafter described, with all the privileges and appurtenances thereunto belonging unto Mortgagee, its successors and assigns, forever; and Mortgagors hereby covenant that Mortgagors are seized of good and perfect title to said property in fee simple and have authority to convey the same, that the title so conveyed is clear, free and unencumbered except as hereinafter appears and that Mortgagors will forever warrant and defend the same unto Mortgagee against all claims whatsoever except those prior encumbrances, if any, hereinafter shown.

If Mortgagors shall fully perform all the terms and conditions of this Mortgage and shall pay in full, in accordance with its terms, the obligations which this Mortgage secures, then this Mortgage shall be null, void and of no further force and effect.

MORTGAGORS AGREE: To keep the mortgaged property, including the buildings and improvements thereon, fully insured at all times against all hazards with an insurance company authorized to do business in the State of Wyoming acceptable to Mortgagee, which policy shall contain a loss-payable clause in favor of Mortgagee as its interest may appear, and if Mortgagors fail so to do, they hereby authorize Mortgagee to insure or renew insurance on said property in a sum not exceeding the amount of Mortgagors' indebtedness for a period not exceeding the term of such indebtedness, and to charge Mortgagors with the premium thereon, or to add such premium to Mortgagors' indebtedness. If Mortgagee elects to waive such insurance, Mortgagors agree to be fully responsible for damage or loss resulting from any cause whatsoever. Mortgagors agree that any sums advanced or expended by Mortgagee for the protection or preservation of the property shall be repaid upon demand and if not so paid shall be secured hereby. Mortgagors further agree: To pay all taxes, assessments, bills for repairs and any other expenses incident to the ownership of the mortgaged property when due in order that no lien superior to that of this Mortgage and not now existing may be created against the property during the term of this Mortgage and to pay, when due, all installments of interest and principal on account of any indebtedness which may be secured by a lien superior to the lien of this Mortgage and existing on the date hereof. If Mortgagors fail to make any of the foregoing payments, they hereby authorize Mortgagee to pay the same on their behalf, and to charge Mortgagors with the amounts so paid, adding the same to Mortgagors' indebtedness accruing interest at the same rate then charged on the principal secured hereby. To exercise due diligence in the operation, management and occupation of the mortgaged property and improvements thereon, and not to commit or allow waste on the mortgaged premises and to keep the mortgaged property in its present condition and repair, normal and ordinary depreciation excepted. To relinquish, release and waive all dower and homestead rights in and to said mortgaged premises. Mortgagors hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

If default be made in the terms or conditions of the debt or debts hereby secured or of any of the terms of this Mortgage, or in the payment of any installment when due, or if Mortgagors shall become bankrupt or insolvent, or make an assignment for the benefit of creditors, or have a receiver appointed, or should the mortgaged property or any part thereof be attached, levied upon or seized, or if any of the representations, warranties or statements of Mortgagors herein contained be incorrect or if the Mortgagors shall abandon the mortgaged property, or sell or attempt to sell all or any part of the same, then the whole amount hereby secured shall, at Mortgagee's option, become immediately due and payable upon Mortgagors' failure to cure any and all such default(s) within thirty (30) days of Mortgagors' receipt of written notice of such default(s), and shall be collectible in a suit at law or by foreclosure of this Mortgage. In any case, regardless of such enforcement, Mortgagee shall be entitled to the immediate possession of the mortgaged property with the rents, issues, income and profits therefrom, with or without foreclosure or other proceedings. Mortgagors shall pay all costs which may be incurred or paid by Mortgagee in connection with any suit or proceeding to which it may be a party by reason of the execution or existence of this Mortgage, and in the event of foreclosure of this Mortgage, Mortgagors will pay to Mortgagee, in addition to taxable costs, a reasonable attorney's fee and fees for the title search made and preparation for such foreclosure, together with all other and further expenses of foreclosure and sale, including expenses, fees and payments made to prevent or remove the imposition of liens or claims against the property and expenses of upkeep and repair made in order to place the same in a condition to be sold.

No failure on the part of Mortgagee to exercise any of its rights hereunder for defaults or breaches of covenant shall be construed to prejudice its rights in the event of any other subsequent defaults or breaches of covenant, and no delay on the part of Mortgagee in exercising any of such rights shall be construed to preclude it from the exercise thereof at any time during the continuance of any such default or breach of covenant, and Mortgagee may enforce any one or more remedies hereunder successively or concurrently at its option.

259458

RECORDED November 1 1996 4:00 PM
IN BOOK 66 MTG PAGE 522
8.00 Mary L Lloyd CLERK
WYOMING
by Bethany A. Jones

WY200268I

682012A
Rev 5 1994

All ri[redacted]obligations hereunder shall extend to and [redacted]ng upon the several heirs, successors, e[redacted]dministrators and assig[redacted]rties hereto.

The use of the words "Mortgagors" and "Mortgagee" throughout this Mortgage includes the singular and the plural, the male, female and neuter and shall be read as his, her, their or its as the case may be.

The real property hereby mortgaged is located in SUBLETTE **County, State of Wyoming, and is described as follows:**

Lot 92 of the Big Country Ranches Subdivision, Fourth Filing, Unit C, Sublette County, Wyoming.

~~See Attached Exhibit A~~

Title to said property is clear, free and unencumbered except:

1. Current Taxes; and
2.

IN WITNESS WHEREOF, Mortgagors have executed this Mortgage on the day above shown.

X Jean A. Kogel
JEAN A. KOGEL

ACKNOWLEDGMENT

STATE OF ~~WYOMING~~ Ohio, County of Montgomery, ss:

Before me the undersigned, a Notary Public, in and for said County and State, on this 29th day of October, 1996 personally appeared Jean A Kogel and n/a, ~~his wife~~, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires _____

Notary Public

NOTARIAL SEAL STATE OF OHIO
JENNIFER J. OGG
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 2/1/2001

524

rlsd. bk. 25 pg. 782 4/7/06

KeyBank

Key Bank of Wyoming
BIG PINEY CENTER
440 BUDD AVE.
BIG PINEY, WY 83113
307-276-5345 (Lender)

HOME EQUITY LINE MORTGAGE

259461

RECORDED Nov. 4 1996 at 10:35 AM
IN BOOK Lease Rec. PAGE 524
FEES $14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

BORROWER	ADDRESS	MORTGAGOR	ADDRESS
DONALD PAUL WILSON JALANE ANN WILSON	P.O. BOX 1086 BIG PINEY, WY 83113-1086	DONALD PAUL WILSON JALANE ANN WILSON , HUSBAND AND WIFE	P.O. BOX 1086 BIG PINEY, WY 83113-1086
TELEPHONE NO. 307-276-5345	IDENTIFICATION NO.	TELEPHONE NO. 307-276-5345	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	$71,600.00	10/24/96	10/24/26	962821158540	

(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; and

(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.

[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) commits fraud or makes a material misrepresentation at any time in connection with the Obligations or this Mortgage, including, but not limited to, false statements made by Mortgagor about Mortgagor's income, assets, or any other aspects of Mortgagor's financial condition;
(b) fails to meet the repayment terms of the Obligations; or
(c) violates or fails to comply with a covenant contained in this Mortgage which adversely affects the Property or Lender's rights in the Property, including, but not limited to, transferring title to or selling the Property without Lender's consent, failing to maintain insurance or to pay taxes on the Property, allowing a lien senior to Lender's to result on the Property without Lender's written consent, allowing the taking of the Property through eminent domain, allowing the Property to be foreclosed by a lienholder other than Lender, committing waste of the Property, using the Property in a manner which would be destructive to the Property, or using the Property in an illegal manner which may subject the Property to seizure or confiscation.

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 AND ATTORNEYS' FEES. Upon default by borrower or Mortgagor under the Obligations and referral of this Mortgage to an attorney who is not a salaried employee of Lender, Mortgagor agrees to pay Lenders reasonable attorneys' fees. Additionally, Mortgagor agrees to pay all reasonable expenses incurred by Lender in foreclosing and realizing on the Property.

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 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.

Spouse of Grantor upon the consideration aforesaid, does hereby release and forever quit-claim unto Lender, as Mortgagee, all his/her rights of homestead in and to the above granted 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 OCTOBER, 1996.

MORTGAGOR: DONALD PAUL WILSON

DONALD PAUL WILSON

MORTGAGOR: JALANE ANN WILSON

JALANE ANN WILSON

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

STATE OF WYOMING)
) ss:
COUNTY OF Sublette)

On this 24th day of October, 1996, before me personally appeared Donald Paul Wilson & Jalane Ann Wilson 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 notarial seal this 24th day of October, 1996.

(SEAL)

JANICE S. WOLZ-NOTARY PUBLIC
County of Sublette — State of Wyoming
My Commission Expires Jan. 2, 2000

My Commission Expires:
Jan 2. 2000

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 _____)

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

LOTS 5, 6 AND 7 OF THE COVELL SUBDIVISION, SUBLETTE COUNTY, WYOMING

SCHEDULE B

AFTER RECORDING RETURN TO LENDER AT ITS ADDRESS DESCRIBED ABOVE.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

KeyBank

Key Bank of Wyoming
BIG PINEY CENTER
440 BUDD AVE.
BIG PINEY, WY 83113
307-276-3961 (Lender)

MORTGAGE

259462

RECORDED Nov. 4 1996 10:35 AM
IN BOOK Misc. Rcds PAGE 529
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scupton

BORROWER	MORTGAGOR
DEAN FEIOCK MARY B FEIOCK	DEAN FEIOCK MARY B FEIOCK
ADDRESS 705 E 5TH ST MARBLETON, WY 83113-4423	ADDRESS 705 E 5TH ST MARBLETON, WY 83113-4423
TELEPHONE NO. 307-386-2457	TELEPHONE NO. 307-386-2457
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 pur[illegible]o:

(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	$32,465.45	10/22/96	11/05/11	962421418030	001000003282067

(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 [illegible]s filed a lien on the Property, nor are there any governmental, judicial or administrative actions with respect to environmental matters pend[illegible]r to [illegible] best of the Mortgagor's knowledge, threatened, which involve the Property. Neither Mortgagor nor, to the best of Mortgagor's knowledge, any othe[illegible] 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 substance[illegible];

(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 [illegible]azardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage.

3. PRIOR MORTGAGES. Mortgagor represents and warrants that the[illegible]re 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 a[illegible]es 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 [illegible]orm all obligations required, under such mortgages or deeds of trust and the indebtedness secured thereby and further agrees that a default under a[illegible] 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.

Qsd. BK 24 Reb Pg. 124 8/12/04 529

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.

[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 AND ATTORNEYS' FEES. Upon default by borrower or Mortgagor under the Obligations and referral of this Mortgage to an attorney who is not a salaried employee of Lender, Mortgagor agrees to pay Lenders reasonable attorneys' fees. Additionally, Mortgagor agrees to pay all reasonable expenses incurred by Lender in foreclosing and realizing on the Property.

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 22ND day of OCTOBER, 1996

MORTGAGOR: DEAN FEIOCK

DEAN FEIOCK

MORTGAGOR:

MORTGAGOR: MARY B FEIOCK

MARY B FEIOCK

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

STATE OF WYOMING)
) ss:
COUNTY OF Sublette)

On this 22nd day of October, 96, before me personally appeared Dean Feiock and Mary B Feiock 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 official seal this 22nd day of October, 96.

(SEAL)

County of Sublette State of Wyoming
My Commission Expires Jan. 2, 2000

My Commission Expires: Jan 2. 2000

Karen DiVenz
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 3, BLOCK 3 OF THE BALL FIRST ADDITION TO THE TOWN OF MARBLETON, SUBLETTE COUNTY, WYOMING

SCHEDULE B

AFTER RECORDING RETURN TO LENDER AT ITS ADDRESS DESCRIBED ABOVE.

534

Rlsd. BK 18 pg. 438 4/23/97

Please Return Recorded Document To:

NORWEST MORTGAGE, INC.
DOCUMENT MANAGEMENT
P.O. BOX 980
FREDERICK, MD 21705-0980

4550630TEM

[Space Above This Line for Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **OCTOBER 29, 1996**.
The mortgagor is **DAN W. COOK, IV, A MARRIED MAN**
("Borrower"). This Security Instrument is given to **NORWEST MORTGAGE, INC.**, which is organized and existing under the laws of **THE STATE OF CALIFORNIA**, and whose address is **405 SW FIFTH STREET, DES MOINES, IA 55309**
("Lender"). Borrower owes Lender the principal sum of **TWO HUNDRED FOUR THOUSAND AND NO/100**
Dollars (U.S. $ **204,000.00**). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **DECEMBER 1, 2026**. 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. 14 OF BONDURANT RANCHES AS SHOWN ON THE MAP OF SURVEY RECORDED SEPTEMBER 25, 1992 IN BOOK 60 OF MISC., PAGE 643 AND MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN.

259468

RECORDED Nov. 5 1996 9:30AM
IN BOOK Lele mtg. PAGE 534
FEES $ 04.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Easton

which has the address of **14042 HWY 189/191** [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. 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.

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
- [ ] 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:

_____

_____

DAN W. COOK IV (Seal) -Borrower

STEPHANIE E. COOK (Seal) -Borrower

[Space Below This Line for Acknowledgment]

STATE OF WYOMING, Teton County ss.

The foregoing instrument was acknowledged before me by Dan W. Cook, IV and Stephanie E. Cook this 29th day of October, 1996.

WITNESS my hand and official seal.

My commission expires: 9-13-99

Notary Public

TRACT 14

EXHIBIT "A"

A tract of land in the N½NW¼ Section 10, and the NE¼NE¼ Section 9, T37N R113W, 6th P.M., Sublette County, Wyoming, described as follows:

Beginning at the northeast corner of said NW¼ (the N 1/4 corner of Section 10), Thence S 00°47'35"E, 499.61 feet along the east line of said NW¼ to 5/8" diameter rebar with cap inscribed "PLS 3831";

Thence S 78°18'01"W, 2253.94 feet to 5/8" diameter rebar with cap inscribed "PLS 3831" marking the intersection with the northeast right-of-way line of Wyoming Highway 187-189;

Thence continuing S 78°18'01"W, 54.34 feet to the intersection with the center line of said highway;

Thence N 34°45'15"W, 1068.28 feet along said center line to the intersection with the north line of said NE¼NE¼;

Thence S 89°59'05"E, 60.87 feet along said north line to 5/8" diameter rebar with cap inscribed "PLS 3831" marking the intersection with said northeast right-of-way line;

Thence continuing S 89°59'05"E, 271.16 feet to the northeast corner of said NE¼NE¼;

Thence N 87°57'45"E, 2531.96 feet along the north line of said NW¼ to the Point of Beginning.

Subject to a pedestrian and equestrian access easement across the east 20 feet of the above described tract.

Together with and subject to covenants, easements, and restrictions of sight or record.

All in accordance with the map filed in the Office of the Clerk of Sublette County, Wyoming titled "Map of Survey, Bondurant Ranches, showing parts of Sections 4, 9 and 10, T37N, R113W, Sublette County, Wyoming".

Richard W Greenwood

Richard W. Greenwood, PLS
September 13, 1992 2100-14.LEG

ADJUSTABLE RATE RIDER
3/1 YEAR ARM

(One Year Treasury Index - Rate Caps)

0004550630

THIS ADJUSTABLE RATE RIDER is made this 29th day of OCTOBER, 1996, 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 NORWEST MORTGAGE, INC. (the "Lender") of the same date and covering the property described in the Security Instrument and located at: 14042 HWY 189/191, 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 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 6.875 %. 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 DECEMBER, 1999, 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

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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 Chang Date will not be greater than .....8.875..... % or less than .....4.875..... %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ..two percentage points (2.000%).....from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than ...12.875..... %.

(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.

DAN W. COOK IV (Seal) -Borrower

STEPHANIE E. COOK (Seal) -Borrower

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WHEN RECORDED MAIL TO:

544

Rlsd. BK 19 Rel. pg 69 3/9/98

259483

First Security Bank of Wyoming
First Security Bank of Wyoming, Mtg. Dept.
1400 Dewar Drive
Rock Springs, WY 82901

RECORDED November 5 1996 1:45 PM
IN BOOK 661 Mortgages PAGE 544
FEES $ 18.00 Mary L. Lyttle COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 30 1996 . The mortgagor is BRENDA KOURBELAS, a single woman and WILLIAM L THIELE III, a single man ("Borrower"). This Security Instrument is given to First Security Bank of Wyoming which is organized and existing under the laws of The United States of America , and whose address is 1400 Dewar Drive Rock Springs, WY 82901 ("Lender"). Borrower owes Lender the principal sum of Eighty-Six Thousand Five Hundred and No/100 ---------- Dollars (U.S. $ 86,500.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on November 1, 2026 . 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 33B OF THE BIG COUNTRY RANCHES SUBDIVISION, SECOND FILING, SUBLETTE COUNTY, WYOMING.

which has the address of 5 BLACK FOOT TRAIL , PINEDALE
Wyoming 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.

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 a.s 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

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 allotment 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 tee 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 shall 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

any con[redacted] or other taking of any part of the [redacted] or for conveyance in lieu of conde[redacted]re hereby assigned [redacted] he 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 them 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 failing 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 successors 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 bc 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 charged 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 Lenders 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 or the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument of 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 Lenders 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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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 to Borrower. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable 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. [redacted] **this Security Instrument.** If one or [redacted] lers are executed by Borrower and re[redacted]ther with this Sec[redacted]ment, the covenants and agreements of each such rider shall be incorporated into and shall amend alld 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:

_____

_____

Brenda Kourbelas (Seal)
BRENDA KOURBELAS –Borrower
Social Security Number 567-98-3291

_____ (Seal)
WILLIAM L THIELE III –Borrower
Social Security Number 193-58-8917

_____ (Seal)
–Borrower
Social Security Number _____

_____ (Seal)
–Borrower
Social Security Number _____

STATE OF WYOMING, Sweetwater County ss:

The foregoing instrument was acknowledged before me this 30 day of October, 1996, by **BRENDA KOURBELAS, a single woman and WILLIAM L THIELE III, a single man**
(person(s) acknowledging)

My Commission expires: 09-27-99

DEBRA S. HAWKINS - NOTARY PUBLIC
COUNTY OF SWEETWATER
STATE OF WYOMING
MY COMMISSION EXPIRES 09-27-99

Debra S Hawkins
Notary Public

6901284

550

SECOND HOME RIDER

THIS SECOND HOME RIDER is made on this 30th day of October, 19 96, 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 First Security Bank of Wyoming (the "Lender") of the same date and covering the property described in the Security Instrument (the "Property"), which is located at:

5 BLACK FOOT TRAIL, 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.

Brenda Kourbelas (Seal)
BRENDA KOURBELAS Borrower

(Seal)
WILLIAM L THIELE III Borrower

(Seal)
Borrower

(Seal)
Borrower

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the First Security Bank of Wyoming, a corporation organized and existing under the state of Wyoming, the mortgagee named in that certain mortgage hereinafter described, does hereby transfer, assign, set over and convey all of its right, title and interest in and to said mortgage, which was given to said mortgagee by Brenda Kourbelas, a single woman and William L. Thiele III, a single man, and appears recorded in book 66 of mortgages, beginning on page 544 in the office of the County Clerk of Sublette, Wyoming, and which covers property described as follows:

LOT 33B OF THE BIG COUNTRY RANCHES SUBDIVISION, SECOND FILING, SUBLETTE COUNTY, WYOMING.

together with the note or notes secured thereby, to the **FIRST SECURITY BANK, N.A., 405 SOUTH MAIN, SALT LAKE CITY, UTAH 84157,** 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 30th day of October, 1996.

FIRST SECURITY BANK OF WYOMING,

BY: _____
Val Wilcox, Vice President

ATTEST: _____
Lisa Marchetti, Mortgage Lender

STATE OF WYOMING
COUNTY OF SWEETWATER

The foregoing instrument was acknowledged before me by Val Wilcox this 30th day of October, 1996.

Witness my hand and official seal.

_____
Notary Public

My Commission expires: 09/27/99

DEBRA S. HAWKINS - NOTARY PUBLIC
COUNTY OF SWEETWATER
STATE OF WYOMING
MY COMMISSION EXPIRES 9-27-99

259485

RECORDED November 5 1996 2:25 PM
IN BOOK 66 Mortgages PAGE 551
FEE $6.00 Mary L. Lloyd COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

Rlsd 20 | Pg 275

552

MORTGAGE

THIS MORTGAGE, made as of the 31 day of October, 1996, from **MATTHEW C. PANTALEO and CAROL J. PANTALEO,** husband and wife, of 24 Old Mill Road, Marlboro, NJ 07746, hereinafter referred to as "Mortgagors", to **WIND RIVER PEAKS, LLC,** of P.O. Box 66, Boulder, WY 82923, hereinafter referred to as "Mortgagee".

The Mortgagors, for and in consideration of the sum of Thirty Thousand and NO/100 ($30,000.00) Dollars in lawful money of the United States, to secure 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 Thirty Thousand and NO/100 ($30,000.00) Dollars together with interest at the rate of nine percent (9%) per annum thereon shall be paid in semi-annual installments of interest and principal of $2,306.28 each. Payments of said semi-annual installments shall begin on 5/1/97 and continue in like amount on or before the same day of each and every November and May thereafter until paid in full. Interest shall accrue on the principal amount from 11/1/96. 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 semi-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 semi-annual payment and specify that it is an advance semi-annual payment and not a prepayment and thus have said payment act to satisfy the next respective semi-annual 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 $50.00 after 15 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

259546

RECORDED Nov. 6 1996 4:40 PM
IN BOOK 160 MTG. PAGE 552
FEES $14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

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.

8. The real property encumbered by this Mortgage shall not be conveyed, sold or contracted to be sold without the express written consent of Mortgagee. Any such conveyance, sale or contract for sale without such written consent shall, at the option of the Mortgagee, cause all sums owed under the Promissory Note secured hereby to become immediately due and payable and shall constitute a breach and default under this Mortgage. Mortgagee shall consent to conveyances of the property to family members of Mortgagors provided the property conveyed remains

subject to the lien of this Mortgage and Mortgagors remain primarily and personally liable under the Promissory Note secured hereby.

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

MATTHEW C. PANTALEO

CAROL J. PANTALEO

STATE OF New Jersey)
COUNTY OF Monmouth)

The foregoing **MORTGAGE** was acknowledged before me by MATTHEW C. PANTALEO and CAROL J. PANTALEO, this 31 day of October, 1996.

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"

Lot Seven (7) of the Wind River Peaks Subdivision, Sublette County, Wyoming as the same appears on the official map or plat thereof 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 as recorded 10/21/96 in Book 66 of Misc., Page 387 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.

259559

RECORDED November 7 1996 10:30AM
IN BOOK 161 MISC PAGE 557
FEES $18.00 M. L. L. COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
by Bethan A. Davis

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

MICHAEL R. NYSTROM, a married man dealing in his sole and separate property, mortgagor, of P.O. Box 9, Pinedale, WY 82941, to secure the payment of One Hundred Ten Thousand and NO/100 ($110,000.00) Dollars, payable in six payments, (The first payment in the principal amount of $20,000.00, plus accrued interest at the rate of 11% per annum from 10/25/96, is due and payable on 11/1/96 with five additional equal annual payments of $24,351.40, which include interest at the rate of 11% per annum from 11/1/96. These annual payments are due on or before the 1st day of each and every November commencing on 11/1/97 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 Nineteen (19) of the Boulder Lake Country Estates, First 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.

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 replacement 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. 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.

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

DATED this 5th day of November, 1996.

Michael R. Nystrom
MICHAEL R. NYSTROM

I, DONNA G. NYSTROM, wife of MICHAEL R. NYSTROM, 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.

Donna G. Nystrom
DONNA G. NYSTROM

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by MICHAEL R. NYSTROM and DONNA G. NYSTROM, this 5th day of November, 1996.

Witness my hand and official seal.

Susan Gulbrandsen
NOTARY PUBLIC

My Commission Expires: 2/21/1999

Susan Gulbrandsen
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
Feb. 21, 1999

ASSIGNMENT

(Security Agreement)

KNOW ALL MEN BY THESE PRESENTS that MICHAEL R. NYSTROM, hereinafter known as Assignor, for valuable consideration and to secure a certain Promissory Note, between Assignor as Debtor and the hereinafter named Assignee as Creditor, bearing date October 25, 1996, and being in the amount of $110,000.00, and to secure any renewal or extensions of said Promissory Note or any other sums loaned to Assignor by Assignee, does hereby assign, set over and transfer to FIRST NATIONAL BANK OF PINEDALE, Assignee herein, all my right, title and interest in and to a certain Promissory Note dated 4/17/96, between RICKERD S. HOFFMAN and BEVERLY J. HOFFMAN, as Debtors, and MICHAEL R. NYSTROM and MICHAEL S. NYSTROM, as Creditors, a copy of said Promissory Note being attached hereto as Exhibit "A" and by this reference incorporated herein. (The rights of MICHAEL S. NYSTROM in and to said Promissory Note being assigned and conveyed to MICHAEL R. NYSTROM by an Assignment dated November 2, 1996. A copy of said Assignment being attached hereto as Exhibit "B".)

Assignor warrants that the Promissory Note is in full force and effect, that the Promissory Note creates valid and subsisting obligations owed to Assignor, that Assignor has not heretofore assigned (absolutely or for security), pledged, encumbered or otherwise hypothecated any of his right, title or interest in the Promissory Note and that there are no offsets or claims against Assignor's right, title or interest in the Promissory Note. For the consideration aforesaid Assignor hereby authorizes Assignee to receive the aforesaid monies and to do all things necessary and proper to protect its position as Assignee of said monies as well as Assignor could do in the premises.

This Assignment is made as security for the payment of the debt described above and Assignee hereby agrees that, when said indebtedness shall be fully paid, it will, at the request of Assignor reassign all monies covered by this assignment, if any the remaining owing, to Assignor. Until such request and reassignment is made, this assignment shall be irrevocable.

This Assignment also creates a security interest in the subject promissory Note and the proceeds therefrom on behalf of Assignee and Assignee is granted all rights associated therewith in the event of Assignor defaults under the terms of the concerned Promissory Note.

All words used herein in the singular shall include the plural. All words used in any gender shall include all genders.

DATED this 4th day of November, 1996.

ASSIGNOR:

Michael R. Nystrom

MICHAEL R. NYSTROM

DATED this 4TH day of NOVEMBER, 1996.

ASSIGNEE:
FIRST NATIONAL BANK OF PINEDALE:

BY: James R. Bullis

ITS: PRESIDENT

EXHIBIT
A

PROMISSORY NOTE

$90,000.00 DATED April 7, 1995

In the manner, and at the time hereinafter provided, after date, for value received, we the undersigned, **RICKERD S. HOFFMAN** and **BEVERLY J. HOFFMAN,** husband and wife, hereby promise to pay to **MICHAEL R. NYSTROM** and **MICHAEL S. NYSTROM,** the sum of Ninety Thousand and NO/100 ($90,000.00) Dollars in lawful money of the United States of America. All payments shall be paid as follows:

MICHAEL R. NYSTROM and/or MICHAEL S. NYSTROM
Box 9
Pinedale, WY 82941

This note is payable as follows:

I. The remaining principal balance shall be Ninety Thousand and NO/100 ($90,000.00) Dollars. Interest shall accrue on the principal balance at the initial rate of 9% This interest rate shall be adjusted every year on the anniversary date of the Promissory Note in an amount equal to the net change during such period in the Prime Rate as published in the Wall Street Journal under the Money Rates column. (In the event this rate shall cease to be published or the computation thereof shall materially change, another mutually acceptable financial indicator shall be substituted.) The rate adjustment shall be limited to a maximum increase or decrease of 1% in any one year period and to an overall cap rate of 11% and an overall base or floor rate of 7% during the term of this Promissory Note.

II. The principal amount shall be paid in five equal annual payments of $18,000.00 each. The first annual payment shall be payable on 11/1/96 with succeeding payments due on November 1st of each year thereafter until the principal amount is paid in full. Interest shall accrue from the date of closing and shall be due and payable on the date of each principal payment.

III. Makers 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 but shall act by reduction of principal owed to reduce the total term of the contract and thus the total amount of interest paid.

IV. All payments shall be made in one lump sum to either or both of the Holders as they shall direct. Makers shall have no obligation to see to the allocation or distribution of the payments between the Holders.

It is expressly understood and agreed that failure to make any payment due hereunder or to cure any default under the Security Agreement securing this Promissory Note within thirty (30) days of Holders giving written notice of said failure of default to Makers, shall at the option of the Holders hereof, operate to make the full unpaid balance of this note immediately due and payable in full.

If payment shall not be made as herein provided and this note be placed with an attorney for collection, the undersigned, further promise and agree to pay all costs of collection, including a reasonable and additional amount for attorney's fees. The undersigned, whether principal, surety, guarantor, endorser or other party hereto, also agree and hereby waive presentment for payment, notice of nonpayment, protest and notice of protest, and consent that time of payment may be extended without notice thereof.

DATED this 7th day of April, 1995.

Rickerd S. Hoffman

RICKERD S. HOFFMAN

Beverly J. Hoffman

BEVERLY J. HOFFMAN

[redacted] [redacted]

E [redacted]
B

ASSIGNMENT OF INTEREST IN PROMISSORY NOTE

WHEREAS, on 4/7/95, RICKERD S. HOFFMAN and BEVERLY J. HOFFMAN did execute a certain Promissory Note in the principal amount of $90,000.00 and made payable to MICHAEL R. NYSTROM and MICHAEL S. NYSTROM; and,

WHEREAS, a copy of said Promissory Note is attached hereto as Exhibit "A"; and,

WHEREAS, some question has now arisen concerning the actual right to receive the funds payable under said Promissory Note and the parties wish to resolve such questions;

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:

MICHAEL S. NYSTROM does hereby convey, assign and transfer unto MICHAEL R. NYSTROM all right, title and interest which he holds in and to said Promissory Note and the sums payable thereunder. All payments hereafter shall be made solely in the name of MICHAEL R. NYSTROM.

DATED this 2 day of Nov, 1996.

11-2-96

MICHAEL S. NYSTROM

563

PACIFICORP 085 Sublette County, WY

564

After recording, return to:
William L. Rodgers
STOEL RIVES LLP
900 SW Fifth Avenue #2300
Portland, OR 97204

PACIFICORP
(An Oregon Corporation)

TO

THE CHASE MANHATTAN BANK
(A New York Corporation)
(Formerly Known As Chemical Bank)

As Trustee under PacifiCorp's
Mortgage and Deed of Trust,
Dated as of January 9, 1989

15

11937

Twelfth Supplemental Indenture

Dated as of September 1, 1996

Supplemental to PacifiCorp's Mortgage and Deed of Trust
Dated as of January 9, 1989

This Instrument Grants a Security Interest by a Transmitting Utility
This Instrument Contains After-Acquired Property Provisions

259570

RECORDED Nov. 8 1996 11:05AM
BOOK 606 Mtg PAGE 564
FEES 74.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Buston

TWELFTH SUPPLEMENTAL INDENTURE

THIS INDENTURE, dated as of the 1st day of September, 1996, made and entered into by and between PACIFICORP, a corporation of the State of Oregon, whose address is 700 NE Multnomah, Portland, Oregon 97232 (hereinafter sometimes called the "Company"), and THE CHASE MANHATTAN BANK (formerly known as Chemical Bank), a New York corporation whose address is 450 West 33rd Street, New York, New York 10001 (the "Trustee"), as Trustee under the Mortgage and Deed of Trust, dated as of January 9, 1989, as heretofore amended and supplemented (hereinafter called the "Mortgage"), is executed and delivered by PacifiCorp in accordance with the provisions of the Mortgage, this indenture (hereinafter called the "Twelfth Supplemental Indenture") being supplemental thereto.

WHEREAS, the Mortgage was or is to be recorded in the official records of the States of Arizona, California, Colorado, Idaho, Montana, New Mexico, Oregon, Utah, Washington and Wyoming and various counties within such states, which counties include or will include all counties in which this Twelfth Supplemental Indenture is to be recorded; and

WHEREAS, by the Mortgage the Company covenanted that it would execute and deliver such supplemental indenture or indentures and such further instruments and do such further acts as might be necessary or proper to carry out more effectually the purposes of the Mortgage and to make subject to the Lien of the Mortgage any property thereafter acquired, made or constructed and intended to be subject to the Lien thereof; and

WHEREAS, in addition to the property described in the Mortgage, the Company has acquired certain other property, rights and interests in property; and

WHEREAS, the Company has executed, delivered, recorded and filed Supplemental Indentures as follows:

	Dated as of		Dated as of
First	March 31, 1989	Seventh	March 15, 1993
Second	December 29, 1989	Eighth	November 1, 1993
Third	March 31, 1991	Ninth	June 1, 1994
Fourth	December 31, 1991	Tenth	August 1, 1994, and
Fifth	March 15, 1992	Eleventh	December 1, 1995;
Sixth	July 31, 1992		

and

WHEREAS, the Company has heretofore issued, in accordance with the provisions of the Mortgage, bonds entitled and designated First Mortgage and Collateral Trust Bonds, of the series and in the principal amounts as follows:

Series	Due Date	Aggregate Principal Amount Issued	Aggregate Principal Amount Outstanding
First —10.45%	1/9/90	$ 500,000	0
Second —Medium-Term Notes, Series A	various	250,000,000	$240,000,000
Third —Medium-Term Notes, Series B	various	200,000,000	138,500,000
Fourth —Medium-Term Notes, Series C	various	300,000,000	253,705,118
Fifth —Medium-Term Notes, Series D	various	250,000,000	250,000,000
Sixth —C-U	various	250,432,000	185,288,000
Seventh —Medium-Term Notes, Series E	various	500,000,000	500,000,000
Eighth —6¾%	4/1/2005	150,000,000	150,000,000
Ninth —Medium-Term Notes, Series F	various	500,000,000	500,000,000
Tenth —E-L	various	71,200,000	71,200,000
Eleventh —Medium-Term Notes, Series G	various	500,000,000	300,000,000
Twelfth —1994-1	various	216,470,000	216,470,000
Thirteenth —Adjustable Rate Replacement Series	2002	13,234,000	13,234,000
Fourteenth —9⅜% Replacement Series	1997	50,000,000	50,000,000
Fifteenth —Bond Credit Series	various	498,589,753	0;

and

WHEREAS, Section 2.03 of the Mortgage provides that the form or forms, terms and conditions of and other matters not inconsistent with the provisions of the Mortgage, in connection with each series of bonds (other than the First Series) issued thereunder, shall be established in or pursuant to one or more Resolutions and/or shall be established in one or more indentures supplemental to the Mortgage, prior to the initial issuance of bonds of such series; and

WHEREAS, Section 22.04 of the Mortgage provides, among other things, that any power, privilege or right expressly or impliedly reserved to or in any way conferred upon the Company by any provision of the Mortgage, whether such power, privilege or right is in any way restricted or is unrestricted, may be in whole or in part waived or surrendered or subjected to any restriction if at the time unrestricted or to additional restriction if already restricted, and the Company may enter into any further covenants, limitations, restrictions or provisions for the benefit of any one or more series of bonds issued thereunder and provide that a breach thereof shall be equivalent to a Default under the Mortgage, or the Company may cure any ambiguity contained therein, or in any supplemental indenture, or may (in lieu of establishment in or pursuant to Resolution in accordance with Section 2.03 of the Mortgage) establish the forms, terms and provisions of any series of bonds other than said First Series, by an instrument in writing executed by the Company; and

WHEREAS, no Class "A" Bonds are Outstanding under either the Pacific Mortgage or the Utah Mortgage, and said Pacific Mortgage and said Utah Mortgage have been cancelled and discharged; and

WHEREAS, said Pacific Mortgage and said Utah Mortgage no longer constitute liens upon the properties of the Company described therein; and the Lien hereof is now a lien on all of the properties of the Company intended to be subject to the Lien hereof which were previously subject to the liens of said Pacific Mortgage and said Utah Mortgage, free of any lien prior or equal to the Lien hereof except Qualified Liens and Excepted Encumbrances; and

WHEREAS, the properties of the Company that were previously subject to the liens of said Pacific Mortgage and said Utah Mortgage were more specifically described in the Pacific Mortgage and the Utah Mortgage, and in indentures supplemental thereto, which such descriptions are incorporated herein by reference to the dates and places at which such instruments were recorded and filed, as listed in Exhibit A and/or Exhibit 1 attached hereto and by this reference made a part hereof; and

WHEREAS, the Company now desires to create a new series of bonds and (pursuant to the provisions of Section 22.04 of the Mortgage) to add to its covenants and agreements contained in the Mortgage certain other covenants and agreements to be observed by it; and

WHEREAS, the execution and delivery by the Company of this Twelfth Supplemental Indenture, and the terms of the bonds of the Sixteenth Series herein referred to, have been duly authorized by the Board of Directors in or pursuant to appropriate Resolutions;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That PACIFICORP, an Oregon corporation, in consideration of the premises and of good and valuable consideration to it duly paid by the Trustee at or before the ensealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, and in order to secure the payment of both the principal of and interest and premium, if any, on the bonds from time to time issued under the Mortgage, according to their tenor and effect and the performance of all provisions of the Mortgage (including any instruments supplemental thereto and any modification made as in the Mortgage provided) and of such bonds, and to confirm the Lien of the Mortgage on certain after-acquired property, hereby mortgages, pledges and grants a security interest in (subject, however, to Excepted Encumbrances as defined in Section 1.06 of the Mortgage), unto The Chase Manhattan Bank, as Trustee, and to its successor or successors in said trust, and to said Trustee and its successors and assigns forever, all properties of the Company real, personal and mixed, owned by the Company as of the date of the Mortgage and acquired by the Company after the date of the Mortgage, subject to the provisions of Section 18.03 of the Mortgage, of any kind or nature (except any herein or in the Mortgage expressly excepted), now owned or, subject to the provisions of Section 18.03 of the Mortgage, hereafter acquired by the Company (by purchase, consolidation, merger, donation, construction, erection or in any other way) and wheresoever situated, including the properties described in Article V hereof and the properties described in the documents to which reference is made in Exhibits A and/or 1 hereto (except such of such properties as had previously been released from the liens of the Pacific Mortgage or the Utah Mortgage and except such of such properties as are excluded by name or nature from the Lien hereof), and further including (without limitation) all real estate, lands, easements, servitudes, licenses, permits, franchises, privileges, rights of way and other rights in or relating to real estate or the occupancy of the same; all power sites, flowage rights, water

rights, water locations, water appropriations, ditches, flumes, reservoirs, reservoir sites, canals, raceways, waterways, dams, dam sites, aqueducts, and all other rights or means for appropriating, conveying, storing and supplying water; all rights of way and roads; all plants for the generation of electricity and other forms of energy (whether now known or hereafter developed) by steam, water, sunlight, chemical processes and/or (without limitation) all other sources of power (whether now known or hereafter developed); all power houses, gas plants, street lighting systems, standards and other equipment incidental thereto; all telephone, radio, television and other communications, image and data transmission systems, air-conditioning systems and equipment incidental thereto, water wheels, water works, water systems, steam and hot water plants, substations, lines, service and supply systems, bridges, culverts, tracks, ice or refrigeration plants and equipment, offices, buildings and other structures and the equipment thereof; all machinery, engines, boilers, dynamos, turbines, electric, gas and other machines, prime movers, regulators, meters, transformers, generators (including, but not limited to, engine-driven generators and turbogenerator units), motors, electrical, gas and mechanical appliances, conduits, cables, water, steam, gas or other pipes, gas mains and pipes, service pipes, fittings, valves and connections, pole and transmission lines, towers, overhead conductors and devices, underground conduits, underground conductors and devices, wires, cables, tools, implements, apparatus, storage battery equipment and all other fixtures and personalty; all municipal and other franchises, consents or permits; all lines for the transmission and distribution of electric current and other forms of energy, gas, steam, water or communications, images and data for any purpose including towers, poles, wires, cables, pipes, conduits, ducts and all apparatus for use in connection therewith and (except as herein or in the Mortgage expressly excepted) all the right, title and interest of the Company in and to all other property of any kind or nature appertaining to and/or used and/or occupied and/or enjoyed in connection with any property hereinbefore described;

TOGETHER WITH all and singular the tenements, hereditaments, prescriptions, servitudes and appurtenances belonging or in anywise appertaining to the aforesaid property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of Section 13.01 of the Mortgage) the tolls, rents, revenues, issues, earnings, income,

product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid property and franchises and every part and parcel thereof.

IT IS HEREBY AGREED by the Company that, subject to the provisions of Section 18.03 of the Mortgage, all the property, rights and franchises acquired by the Company (by purchase, consolidation, merger, donation, construction, erection or in any other way) after the date hereof, except any herein or in the Mortgage expressly excepted, shall be and are as fully mortgaged and pledged hereby and as fully embraced within the Lien of the Mortgage as if such property, rights and franchises were now owned by the Company and were specifically described herein or in the Mortgage and mortgaged hereby or thereby.

PROVIDED THAT the following are not and are not intended to be now or hereafter mortgaged or pledged hereunder, nor is a security interest therein hereby granted or intended to be granted, and the same are hereby expressly excepted from the Lien and operation of the Mortgage, namely: (1) cash, shares of stock, bonds, notes and other obligations and other securities not hereafter specifically pledged, paid, deposited, delivered or held under the Mortgage or covenanted so to be; (2) merchandise, equipment, apparatus, materials or supplies held for the purpose of sale or other disposition in the usual course of business or for the purpose of repairing or replacing (in whole or part) any rolling stock, buses, motor coaches, automobiles or other vehicles or aircraft or boats, ships or other vessels, and any fuel, oil and similar materials and supplies consumable in the operation of any of the properties of the Company; rolling stock, buses, motor coaches, automobiles and other vehicles and all aircraft; boats, ships and other vessels; all crops (both growing and harvested), timber (both growing and harvested), minerals (both in place and severed), and mineral rights and royalties; (3) bills, notes and other instruments and accounts receivable, judgments, demands, general intangibles and choses in action, and all contracts, leases and operating agreements not specifically pledged under the Mortgage or covenanted so to be; (4) the last day of the term of any lease or leasehold which may be or become subject to the Lien of the Mortgage; (5) electric energy, gas, water, steam, ice and other materials, forms of energy or products generated, manufactured,

produced or purchased by the Company for sale, distribution or use in the ordinary course of its business; (6) any natural gas wells or natural gas leases or natural gas transportation lines or other works or property used primarily and principally in the production of natural gas or its transportation, primarily for the purpose of sale to natural gas customers or to a natural gas distribution or pipeline company, up to the point of connection with any distribution system; (7) the Company's franchise to be a corporation; (8) any interest (as lessee, owner or otherwise) in the Wyodak Facility, including, without limitation, any equipment, parts, improvements, substitutions, replacements or other property relating thereto; and (9) any property heretofore released pursuant to any provision of the Mortgage and not heretofore disposed of by the Company; provided, however, that the property and rights expressly excepted from the Lien and operation of the Mortgage in the above subdivisions (2) and (3) shall (to the extent permitted by law) cease to be so excepted in the event and as of the date that the Trustee or a receiver for the Trustee shall enter upon and take possession of the Mortgaged and Pledged Property in the manner provided in Article XV of the Mortgage by reason of the occurrence of a Default;

AND PROVIDED FURTHER, that as to any property of the Company that, pursuant to the after-acquired property provisions thereof, is now or hereafter becomes subject to the lien of a mortgage, deed of trust or similar indenture that may in accordance with the Mortgage hereafter become designated as a Class "A" Mortgage, the Lien hereof shall at all times be junior and subordinate to the lien of such Class "A" Mortgage;

TO HAVE AND TO HOLD all such properties, real, personal and mixed, mortgaged and pledged, or in which a security interest has been granted by the Company as aforesaid, or intended so to be (subject, however, to Excepted Encumbrances as defined in Section 1.06 of the Mortgage), unto The Chase Manhattan Bank, as Trustee, and its successors and assigns forever;

IN TRUST NEVERTHELESS, for the same purposes and upon the same terms, trusts and conditions and subject to and with the same provisos and covenants as are set forth in the Mortgage, this Twelfth Supplemental Indenture being supplemental to the Mortgage;

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

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shall affect and apply to the property hereinbefore described and conveyed, and to the estates, rights, obligations and duties of the Company and the Trustee and the beneficiaries of the trust with respect to said property, and to the Trustee and its successor or successors in the trust, in the same manner and with the same effect as if the said property had been owned by the Company at the time of the execution of the Mortgage, and had been specifically and at length described in and conveyed to said Trustee by the Mortgage as a part of the property therein stated to be conveyed.

The Company further covenants and agrees to and with the Trustee and its successor or successors in such trust under the Mortgage, as follows:

ARTICLE I

Sixteenth Series of Bonds

SECTION 1.01. There shall be a series of bonds designated "Secured Medium-Term Notes, Series H" (herein sometimes referred to as the Sixteenth Series), each of which shall also bear the descriptive title "First Mortgage Bond," and the form thereof, which shall be established by or pursuant to a Resolution, shall contain suitable provisions with respect to the matters hereinafter in this Section specified.

(I) Bonds of the Sixteenth Series shall mature on such date or dates nine months or more from the date of issue as shall be set forth in or determined in accordance with a Resolution filed with the Trustee and, unless otherwise established by or pursuant to a Resolution, shall be issued as fully registered bonds in the denomination of One Thousand Dollars and, at the option of the Company, of any multiple or multiples of One Thousand Dollars (the exercise of such option to be evidenced by the execution and delivery thereof).

The Company reserves the right to establish, at any time, by or pursuant to a Resolution filed with the Trustee, a form of coupon bond, and or appurtenant coupons, for the Sixteenth Series and to provide for exchangeability of such coupon bonds with the bonds of the Sixteenth Series issued hereunder in fully registered form and to make all appropriate provisions for such purpose.

(II) Bonds of the Sixteenth Series shall bear interest at such rate or rates (which may either be fixed or variable), payable on such dates, and have such other terms and provisions not inconsistent with the Mortgage as may be set forth in or determined in accordance with a Resolution filed with the Trustee. Bonds of the Sixteenth Series shall be dated and shall accrue interest as provided in Section 2.06 of the Mortgage.

Interest payable on any bond of the Sixteenth Series and punctually paid or duly provided for on any interest payment date for such bond will be paid to the person in whose name the bond is registered at the close of business on the Record Date (as hereinafter specified) for such bond next preceding such interest payment date; provided, however, that the first payment of interest on any bond with an Issue Date (as hereinafter specified) between a Record Date and an interest payment date will be made on the interest payment date following the next succeeding Record Date to the registered owner on such next Record Date (unless the Company elects, in its sole discretion, to pay such interest on the first interest payment date after the Issue Date, in which case such interest will be paid to the person in whose name the bond is originally issued), provided, further, that interest payable at maturity or upon earlier redemption will be payable to the person to whom principal shall be payable. The "Record Date" with respect to bonds of the Sixteenth Series of a designated interest rate and maturity shall be determined by or in accordance with the Resolution filed with the Trustee. "Issue Date" with respect to bonds of the Sixteenth Series of a designated interest rate and maturity shall mean the date of first authentication of bonds of such designated interest rate and maturity.

Any interest on any bond of the Sixteenth Series which is payable but is not punctually paid or duly provided for, on any interest payment date for such bond (herein called "Defaulted Interest"), shall forthwith cease to be payable to the registered owner on the relevant Record Date for the payment of such interest solely by virtue of such owner having been such owner; and such Defaulted Interest may be paid by the Company, at its election in each case, as provided in subsection (i) or (ii) below:

(i) The Company may elect to make payment of any Defaulted Interest on the bonds of the Sixteenth Series to the persons in whose names such bonds are registered at the close of business on

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a Special Record Date (as hereinafter defined) for the payment of such Defaulted Interest, which shall be fixed in the following manner: The Company shall, at least 30 days prior to the proposed date of payment, notify the Trustee in writing (signed by an Authorized Financial Officer of the Company) of the amount of Defaulted Interest proposed to be paid on each bond of the Sixteenth Series and the date of the proposed payment (which date shall be such as will enable the Trustee to comply with the next sentence hereof), and at the same time the Company shall deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit on or prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this subsection provided and not to be deemed part of the Mortgaged and Pledged Property. Thereupon, the Trustee shall fix a record date (herein referred to as a "Special Record Date") for the payment of such Defaulted Interest which date shall be not more than 15 nor less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the Company of such Special Record Date and, in the name and at the expense of the Company, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each registered owner of a bond of the Sixteenth Series at his, her or its address as it appears in the bond register not less than 10 days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid to the persons in whose names the bonds of the Sixteenth Series are registered at the close of business on such Special Record Date and shall no longer be payable pursuant to the following subsection (ii).

(ii) The Company may make payment of any Defaulted Interest on the bonds of the Sixteenth Series in any other lawful manner not inconsistent with the requirements of any securities exchange on

which such bonds may be listed and upon such notice as may be required by such exchange, if, after notice given by the Company to the Trustee of the proposed payment pursuant to this subsection, such payment shall be deemed practicable by the Trustee.

Subject to the foregoing provisions of this Section, each bond of the Sixteenth Series delivered under the Mortgage upon transfer of or in exchange for or in lieu of any other bond shall carry all rights to interest accrued and unpaid, and to accrue, which were carried by such other bond and each such bond shall bear interest from such date, that neither gain nor loss in interest shall result from such transfer exchange or substitution.

(III) The principal of and interest on each bond of the Sixteenth Series shall be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for public and private debts or in such other currency or currency unit as shall be determined by or in accordance with the Resolution filed with the Trustee.

(IV) Each bond of the Sixteenth Series may be redeemable prior to maturity at the option of the Company, as determined by or in accordance with a Resolution filed with the Trustee.

(V) Each bond of the Sixteenth Series may be subject to the obligation of the Company to redeem such bond, as determined by or in accordance with a Resolution filed with the Trustee.

(VI) Each bond of the Sixteenth Series may have such other terms as are not inconsistent with Section 2.03 of the Mortgage, including, without limitation, terms and conditions regarding interest rates and the payment thereof, place or places for payment, exchange privileges, rights with respect to redemption, prepayment or purchase, and default provisions, and as may be determined by or in accordance with a Resolution filed with the Trustee.

(VII) At the option of the registered owner, any bonds of the Sixteenth Series, upon surrender thereof for cancellation at the office or agency of the Company in the Borough of Manhattan, The City of New York, shall be exchangeable for a like aggregate principal amount of bonds of the same series and same terms of other authorized denominations.

(VIII) Bonds of the Sixteenth Series shall be transferable, subject to any restrictions thereon set forth in any such bond of the Sixteenth Series, upon the surrender therefor for cancellation, together with a written instrument of transfer in form approved by the registrar duly executed by the registered owner or by his duly authorized attorney, at the office or agency of the Company in the Borough of Manhattan, The City of New York. Upon any transfer or exchange of bonds of the Sixteenth Series, the Company may make a charge therefor sufficient to reimburse it for any tax or taxes or other government charge, as provided in Section 2.08 of the Mortgage, but the Company hereby waives any right to make a charge in addition thereto for any exchange or transfer of bonds of the Sixteenth Series.

(IX) After the execution and delivery of this Twelfth Supplemental Indenture and upon compliance with the applicable provisions of the Mortgage and this Twelfth Supplemental Indenture, it is contemplated that there shall be issued from time to time bonds of the Sixteenth Series in an aggregate principal amount not to exceed Five Hundred Million Dollars (U.S. $500,000,000).

ARTICLE II

AMENDMENT OF ARTICLE II OF THE MORTGAGE

SECTION 2.01. Article II of the Mortgage is hereby amended to add a Section 2.16 which shall read as follows:

"Section 2.16. Notwithstanding anything herein to the contrary, if the Company shall establish in accordance with Section 2.03 that bonds of a particular series are to be issued as a Global Security, then the Company shall execute and the Trustee shall, in accordance with Articles IV, V, VI, and VII, as applicable, authenticate and deliver a Global Security that (i) shall represent, and shall be denominated in an amount equal to the aggregate principal amount of, all or a portion of the Outstanding bonds of that series, (ii) shall be registered in the name of the Depository or its nominee, (iii) shall be delivered by the Trustee to the Depository or pursuant to the Depository's instruction and (iv) shall bear a legend substantially to the following effect: "Except as otherwise provided in Section 2.16 of

the Mortgage, this bond may be transferred, in whole but not in part, only to the Depository, another nominee of the Depository or to a successor Depository or to a nominee of such successor Depository." The term "Global Security" means, with respect to any series of bonds, a bond executed and delivered by the Company and delivered by the Trustee to the Depository or pursuant to the Depository's instruction, all in accordance with the Mortgage, which shall be registered in the name of the Depository or its nominee. The term "Depository" means, with respect to any series of bonds for which the Company shall determine that such bonds will be issued as a Global Security, The Depository Trust Company, New York, New York, another clearing agency or any successor registered as a clearing agency under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation, which in each case shall be designated by the Company pursuant to Section 2.03 or this Section 2.16. Except as set forth below in Section 2.16(a) or (b), the Global Security of a series may be transferred, in whole but not in part and in the manner provided in Section 2.09, only to the Depository, another nominee of the Depository for that series, a successor Depository for that series selected or approved by the Company or a nominee of that successor Depository.

(a) (i) If so provided with respect to a particular series of bonds, an interest in any Global Security of such series shall be exchangeable at the option of the beneficial owner of such interest in such Global Security for a definitive bond or bonds registered in the name of any holder other than the Depository or its nominee at any time following issuance of such Global Security.

(ii) A beneficial owner of an interest in any Global Security of such series desiring to exchange such beneficial interest for a definitive bond or bonds shall instruct the Depository, through the Depository's direct or indirect participants or otherwise, to request such exchange on such beneficial owner's behalf and to provide a written order containing registration instructions to the Trustee. Upon

receipt by the Trustee of electronic or written instructions from the Depository on behalf of such beneficial owner, the Trustee shall cause, in accordance with the standing instructions and procedures existing between the Trustee and the Depository, the aggregate principal amount of such Global Security to be reduced by the principal amount of such beneficial interest so exchanged and shall appropriately reflect such reduction of the aggregate principal amount of this Global Security as described in paragraph (iii) of this Section 2.16(a). Following such reduction, the Trustee shall authenticate and deliver to such beneficial owner or the transferee, as the case may be, a definitive bond or bonds previously executed by the Company as described in Section 2.10 and registered in such names and authorized denominations as the Depository, pursuant to such instructions of the beneficial owner, shall instruct the Trustee.

(iii) Upon any exchange of a portion of any Global Security for a bond or bonds, the Company shall reflect the reduction of the principal amount of such Global Security by the principal amount of such beneficial interest so exchanged on the books for registration and transfer of the bonds maintained pursuant to Section 2.09. Until exchanged in full for definitive bonds, such Global Security shall in all respects be entitled to the same benefits under the Indenture as the definitive bonds authenticated and delivered hereunder.

(b) (i) If and so long as the bonds of any series are issued as a Global Security, any definitive bond or bonds of such series shall be exchangeable at the option of the registered holder thereof for a beneficial interest in such Global Security at any time following the exchange of such Global Security for such definitive bond or bonds pursuant to Section 2.16(a).

(ii) A registered holder of a definitive bond or bonds desiring to exchange such definitive bond or bonds for a beneficial interest in such Global Security shall instruct the

Depository, through the Depository's direct or indirect participants or otherwise, to request such exchange on such bondholder's behalf and to provide a written order containing registration instructions to the Trustee. Upon receipt by the Trustee of electronic or written instructions from the Depository, and upon presentation to the Trustee of such definitive bond or bonds, the Trustee shall cause, in accordance with the standing instructions and procedures existing between the Trustee and the Depository, the aggregate principal amount of such Global Security to be increased by the principal amount of such definitive bond or bonds so exchanged and shall appropriately reflect such increase of the aggregate principal amount of the Global Security as described in paragraph (iii) of this Section 2.16(b).

(iii) Upon any exchange of a definitive bond or bonds for a beneficial interest in such Global Security, the Company shall reflect the increase of the principal amount of such Global Security by the principal amount of such definitive bond or bonds so exchanged on the registration books maintained pursuant to Section 2.09.

(c) If at any time (i) the Depository for a series of bonds notifies the Company that it is unwilling or unable to continue as Depository for that series or if at any time the Depository for that series shall no longer be registered or in good standing under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation and a successor Depository for that series is not appointed by the Company within 90 days after the Company receives such notice or becomes aware of such condition, as the case may be, or (ii) if a Default has occurred and is continuing with respect to the bonds of a series and payment of principal thereof and interest thereon has been accelerated, this Section 2.16 shall no longer apply to the bonds of that series and the Company will execute and, subject to Section 2.08, the Trustee will authenticate and deliver bonds of that series in definitive registered form without coupons, in authorized denominations, and in an aggregate principal amount equal to the principal amount of the Global Security of that series in exchange for such Global Security. In addition, the Company

may at any time in its sole discretion determine that the bonds of any series shall no longer be represented by a Global Security and that the provisions of this Section 2.16 shall no longer apply to the bonds of that series. In that event the Company will execute and, subject to Section 2.08, the Trustee, upon receipt of an Officers' Certificate evidencing such determination by the Company, will authenticate and deliver bonds of that series in definitive registered form without coupons, in authorized denominations, and in an aggregate principal amount equal to the principal amount of the Global Security of such series in exchange for such Global Security. Upon the exchange of the Global Security for such bonds in definitive registered form without coupons, in authorized denominations, the Global Security shall be canceled by the Trustee. Such bonds in definitive registered form issued in exchange for the Global Security pursuant to this Section 2.16(c) shall be registered in such names and in such authorized denominations as the Depository, pursuant to instructions from its direct or indirect participants or otherwise, shall instruct the Trustee. The Trustee shall deliver such bonds to the Depository for delivery to the persons in whose names such bonds are so registered.

ARTICLE III

The Company Reserves the Right to Amend Provisions Regarding Properties Excepted from Lien of Mortgage

SECTION 3.01. The Company reserves the right, without any consent or other action by holders of bonds of the Eighth Series, or any other series of bonds subsequently created under the Mortgage (including the bonds of the Sixteenth Series), to make such amendments to the Mortgage, as heretofore amended and supplemented, as shall be necessary in order to amend the first proviso to the granting clause of the Mortgage, which proviso sets forth the properties excepted from the Lien of the Mortgage, to add a new exception (10) which shall read as follows:

"(10) allowances allocated to steam-electric generating plants owned by the Company or in which the Company has interests, pursuant to Title IV of the Clean Air Act Amendments of 1990, Pub. L. 101-549, Nov. 15, 1990, 104 Stat. 2399, 42 USC 7651, et seq., as now in effect or as hereafter supplemented or amended."

ARTICLE IV

Miscellaneous Provisions

SECTION 4.01. The right, if any, of the Company to assert the defense of usury against a holder or holders of bonds of the Sixteenth Series or any subsequent series shall be determined only under the laws of the State of New York.

SECTION 4.02. The terms defined in the Mortgage shall, for all purposes of this Twelfth Supplemental Indenture, have the meanings specified in the Mortgage.

SECTION 4.03. The Trustee hereby accepts the trusts hereby declared, provided, created or supplemented, and agrees to perform the same upon the terms and conditions herein and in the Mortgage, as hereby supplemented, set forth, including the following:

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Twelfth Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely. Each and every term and condition contained in Article XIX of the Mortgage shall apply to and form part of this Twelfth Supplemental Indenture with the same force and effect as if the same were herein set forth in full, with such omissions, variations and insertions, if any, as may be appropriate to make the same conform to the provisions of this Twelfth Supplemental Indenture.

SECTION 4.04. Whenever in this Twelfth Supplemental Indenture either of the Company or the Trustee is named or referred to, this shall, subject to the provisions of Articles XVIII and XIX of the Mortgage, be deemed to include the successors and assigns of such party, and all the covenants and agreements in this Twelfth Supplemental Indenture contained by or on behalf of the Company, or by or on behalf of the Trustee, shall, subject as aforesaid, bind and inure to the respective benefits of the respective successors and assigns of such parties, whether so expressed or not.

SECTION 4.05. Nothing in this Twelfth Supplemental Indenture, expressed or implied, is intended, or shall be construed to confer upon, or to give to, any person, firm or corporation, other than the parties hereto and the

holders of the bonds and coupons outstanding under the Mortgage, any right, remedy or claim under or by reason of this Twelfth Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Twelfth Supplemental Indenture contained by or on behalf of the Company shall be for the sole and exclusive benefit of the parties hereto, and of the holders of the bonds and of the coupons outstanding under the Mortgage.

SECTION 4.06. This Twelfth Supplemental Indenture shall be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

ARTICLE V

Specific Description of Property

The properties of the Company, owned as of the date hereof, and used (or held for future development and use) in connection with the Company's electric utility systems, or for other purposes, as more particularly described in Exhibit B attached hereto.

IN WITNESS WHEREOF, PACIFICORP has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by an Authorized Executive Officer of the Company, and its corporate seal to be attested to by its Secretary or one of its Assistant Secretaries for and in its behalf, and The Chase Manhattan Bank has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by one of its

Vice Presidents or one of its Assistant Vice Presidents, and its corporate seal to be attested to by one of its Senior Trust Officers, all as of the day and year first above written.

[SEAL]

PACIFICORP

By _____
Senior Vice President and
Chief Financial Officer

Attest:

_____
Assistant Secretary

[SEAL]

THE CHASE MANHATTAN BANK
as Trustee

By _____
Vice President

Attest:

_____
Senior Trust Officer

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STATE OF OREGON
COUNTY OF MULTNOMAH } SS.:

On this 28th day of August, 1996, before me, SHERYL L. STRATTON, a Notary Public in and for the State of Oregon, personally appeared RICHARD T. O'BRIEN AND LENORE M. MARTIN, known to me to be a Senior Vice President and an Assistant Secretary, respectively, of PACIFICORP, an Oregon corporation, who being duly sworn, stated that the seal affixed to the foregoing instrument is the corporate seal of said corporation and acknowledged this instrument to be the free, voluntary and in all respects duly and properly authorized act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

[SEAL] OFFICIAL SEAL
SHERYL L STRATTON
NOTARY PUBLIC-OREGON
COMMISSION NO. 050055
MY COMMISSION EXPIRES MAY 25, 2000

Sheryl Lee Stratton

My commission expires: May 25, 2000
Residing at: Portland, Oregon

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

On this 29th day of August, 1996, before me, ANNABELLE DeLUCA a Notary Public in and for the State of New York, personally appeared T. J. GRIPPO AND GLENN G. MCKEEVER, known to me to be a Vice President and a Senior Trust Officer, respectively, of THE CHASE MANHATTAN BANK, a New York corporation, who being duly sworn, stated that the seal affixed to the foregoing instrument is the corporate seal of said corporation and acknowledged this instrument to be the free, voluntary and in all respects duly and properly authorized act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

[SEAL] ANNABELLE DeLUCA NOTARY PUBLIC STATE OF NEW YORK

Annabelle DeLuca

Notary Public, State of New York
No.
Qualified in County
Commission expires:

ANNABELLE DeLUCA
Notary Public, State of New York
No. 01DE6013759
Qualified in Kings County
Certificate Filed in New York County
Commission Expires July 15, 1997

SUBLETTE COUNTY, WYOMING

Supplemental Indenture	Recording Dates	Book	Page	Instrument Number
36th	5/26/81	34 Mtgs.	55-104	184745
37th	12/31/81	35 Mtgs.	3-36	188075
38th	8/30/82	38 Mtgs.	301	192453
39th	1/5/83	39	91	194191
40th	10/9/84	42 Mtgs.	559	203604
41st	11/3/86	46 Mtgs.	560-604	214452
42nd	12/24/86	47 Mtgs.	58	215159
43rd	6/29/87	47 Mtgs.	739	217126
44th	8/28/87	48 Mtgs.	254	217760
45th	1/18/89	50MTG	280	223382
46th	5/8/89	50MTG	745	224454
47th	1/22/90	52	86	222764
48th	5/14/91	53MTG	474	232897
49th	2/04/92	54 MTG	745	224454
50th	6/2/92	55MTG	177	237331
51st	9/21/92	55MTG	734	238685
52nd	5/4/93	57	218	241475
53rd	12/20/93	58MTG	560	244667
54th	9/13/94	60MTG	393	248415
55th	10/21/94	60MTG	652	249165
56th	02/05/96	64	86	255858

Pacific Power & Light Co.

EXHIBIT 1

Mortgage & Trust Deed, July 1, 1947

SUBLETTE COUNTY, WYOMING

Supplemental Indenture	Recording Date	Book	Page	Instrument Number
Mortgage	9/28/64	17	607	
1st	09/28/64	17	607	
2nd	09/28/64	18 of Mtgs.	28	
3rd	09/28/64	18	28	
4th	09/28/64	18	83	
5th	09/28/64	18	106	
6th	09/28/64	18	246	
7th	09/28/64	18	266	
8th	09/28/64	18	288	
9th	09/28/64	18	319	
10th	09/28/64	18	353	
11th	09/28/64	18	376	
12th	09/28/64	18	437	
13th	09/28/64	18	460	
14th	09/28/64	18	492	
15th	09/28/64	18	524	
16th	09/28/64	18	568	
17th	10/12/64	18	627	
18th	10/18/65	19	529	
19th	02/05/68	21	181	
20th	06/05/69	21	577	
21st	11/12/69	22	115	
22nd	08/03/70	22	417	
23rd	02/18/71	23	1	
24th	11/22/71	23	349	
25th	11/02/72	24	257	
26th	02/04/74	25	154	
27th	11/13/74	26	316	
28th	05/29/75	26	640	
29th	02/27/76	27	416	
30th	7/30/76	28	99	
31st	1/10/77	28	399	
32nd	2/4/77	28	470	
33rd	11/14/77	29	395	
34th	4/30/79	31	435	
35th	11/28/80	33	356	
36th	4/9/81	33	610	
37th	1/30/82	34	605	
38th	9/13/82	38	390	
39th	5/9/83	39	476	
40th	3/27/86	Mtg. 45	225	
41st	8/18/86	Mtg. 46	195	
42nd	7/30/87	Mtg. 48	150	

SUBLETTE COUNTY, WYOMING

Supplemental Indenture	Recording Date	Book	Page	Instrument Number
43rd	01/16/89	50 MTG	254	223362
44th	05/08/89	50 MTG	724	224453
45th	01/16/90	52	18	227548
46th	05/21/91	53 MTG	517	232960
47th	01/24/92	54 MTG	474	235959
48th	06/02/92	55 MTG	195	237333
49th	09/21/92	55 MTG	691	238683
50th	05/04/93	57	240	241476
51st	12/20/93	58 MTG	534	244665
52nd	09/07/94	60 MTG	311	248244
53rd	10/21/94	60 MTG	626	249162
54th	02/05/96	64	68	255857

ARTICLE V.

Specific Description of Property.

The following described properties of the Company, owned as of the date hereof, and used (or held for future development and use) in connection with the Company's electric utility systems, or for other purposes, as hereinafter indicated, respectively:

A--HYDROELECTRIC GENERATING PLANTS

A-3--Naches Hydroelectric Generating Plant

The following described lands used in connection with the hydroelectric plant and project known as the Naches Project, located on the Naches River in the County of Yakima, State of Washington.

Lands in YAKIMA County, State of WASHINGTON:

A-3 Item 13: A tract of land in Section 36, Township 15 North, Range 16 East, Willamette Meridian, being Lots 71, 72, 73, 74, and 75, Lake Naches Division No. 2, recorded in Volume V of Plats, Page 38, records of Yakima County.

C--ELECTRIC SUBSTATIONS AND SWITCHING STATIONS

All of the following described real property in the State of Oregon used by the Company in connection with the operation and maintenance of the electric substations hereinafter designated:

C-340--Lakeport Substation

Lands in KLAMATH County, State of OREGON

Land additional to and adjoining the tract described in C-340 Item, described as follows:

C-340 Item 2: A tract of land situate in the Northeast Quarter of the Southeast Quarter of Section 19, Township 38 South, Range 9 East of the Willamette Meridian, described as commencing at an iron axle monumenting the Southeast

corner of Section 19, thence North 29°30'36" West 2698.40 feet to a found 5/8" iron pin monumenting the most southerly corner of tract described in Deed Volume 296 Page 177 of the Deed Records of Klamath County, Oregon, for the true point of beginning; thence South 89°28'03" East 163.85 feet to a set 5/8" iron pin; thence North 35°38'41" East 95.49 feet to a found 5/8" iron pin monumenting an angle point in the southeasterly boundary of said described tract in Deed Volume 296 Page 177; thence South 70°53'00" West, along said southeasterly boundary, 232.30 feet to the true point of beginning.

C-416--Talent Substation

In JACKSON County, State of OREGON

Land additional to and adjoining the tract described in C-416 Item, described as follows:

C-416 Item 2: A tract of land in Section 23, Township 38 South, Range 1 West, Willamette Meridian, described as the west 150 feet of the following described Tract to wit: commencing at a point which is East, 18.89 chains and North, 8.05 chains from the Southwest corner of Donation Land Claim No. 59, said Township, said Range (said point of commencement being situated in the center of the Pacific Highway, U.S. No. 99); thence North 37°00' West, along the centerline of said Highway, 2.75 chains; thence West, 3.75 chains; thence South, 2.17 chains, to the Southwest corner of the Tract described in Volume 21, Page 322, Jackson County, Oregon, Deed Records, and the true point of beginning; thence North, along the West line of said Tract, 2.17 chains to the Northwest corner thereof; thence West 18 rods; thence South 2.17 chains; thence East 18 rods to the true point of beginning.

C-429--Green Substation

Lands in DOUGLAS County, State of OREGON

C-429 Item: A tract of land in Section 11, Township 28 South, Range 6 West, Willamette Meridian, described as commencing at the Northwest corner of the Charles Smith Donation Land Claim No. 43 in said section, thence South 33°47'44" West 947.50 feet (record South 34°44' West 952.7 feet) to the southeasterly corner of that tract described in Book 898, Page 177 of the Deed records of Douglas County, Oregon, said point being on the westerly boundary of the right of way of Pacific Highway 99, and from which a 3/4 inch iron bolt

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bears North 75°32′ West 0.49 feet; thence North 14°28′29″ East (record North 15°39′ East) along said right of way boundary 391.13 feet to a 5/8 inch diameter iron pin for the true point of beginning; thence continuing along said westerly right of way boundary, North 14°28′29″ East 643.12 feet to a 5/8 inch diameter iron pin at the northeast corner of said described tract; thence leaving said westerly right of way boundary, North 75°36′08″ West 412.53 feet (record North 74°21′ West 413.1 feet) to the northwest corner of said described tract, being on the easterly boundary of the Southern Pacific Railroad lands; thence South 15°47′48″ West along said easterly boundary 352.34 feet; thence South 74°12′12″ East 30.00 feet to a 5/8 inch diameter iron pin; thence continuing along said easterly boundary, South 15°47′48″ West 290.23 feet to a 5/8 inch diameter iron pin; thence leaving said easterly boundary South 75°36′08″ East 397.37 feet to the point of beginning.

D--ELECTRIC TRANSMISSION LINES

All the following described electric transmission lines of the Company in the state of Oregon, hereinafter enumerated and described as extending from plants or stations hereinabove described or other termini as indicated, to other designated plants, stations, or other termini as indicated below:

D-395 Line: From the Meridian 500kV Substation (C-375) in Jackson County, Oregon to the Dixonville 500kV substation (C-406) in Douglas County, Oregon, including the following parcels of land used for right of way:

D-395 Item 1: Five parcels in Section 4, Township 36 South, Range 2 West, Willamette Meridian, Jackson County, State of Oregon:

PARCEL I: Beginning at a 3/4″ galvanized iron pipe with 2 1/2″ bronze cap located at the quarter corner common to Sections 4 and 9, said Township and Range; thence along the north-south centerline of said Section 4, North 0°21′45″ West, 660.00 feet, thence South 89°54′15″ East, 330.00 feet, thence South 0°21′45″ East, 630.00 feet, thence South 89°54′15″ East, 974.46 feet to intersect the southwesterly boundary of tract described in Volume 57 Page 80 of the Deed Records of said County, thence South 31°02′ East, 35.045 feet to the southwest corner of said tract, thence along the south boundary of said Section 4, North 89°54′15″ West, 1322.34 feet to the point of beginning.

PARCEL II: Commencing at a 3/4″ galvanized iron pipe with a 2 1/2″ bronze cap located at the quarter corner common to said Sections 4 and 9, thence along

the north-south centerline of said Section 4, North 0°21'45" West, 660.00 feet, thence South 89°54'15" East, 330.00 feet to the true point of beginning; thence south 0°21'45" East, 630.00 feet; thence South 89°54'15" East, 330.00 feet; thence North 0°21'45" West 630.00 feet, to a point South 89°54'15" East, from the true point of beginning; thence North 89°54'15" West, 330.00 feet to the true point of beginning.

PARCEL III: Commencing at a 3/4" galvanized iron pipe with a 2 1/2" bronze cap located at the quarter corner common to said Sections 4 and 9; thence along the north-south centerline of said Section 4, North 0°21'45" West, 660.00 feet for the true point of beginning; thence South 89°54'15" East, 330.00 feet; thence North 0°21'45" West to the north line of the Southwest Quarter of the Southeast Quarter; thence West 330.00 feet, to the centerline of Section 4, thence South 0°21'45" East, along said centerline to the true point of beginning.

PARCEL IV: Commencing at a 3/4" galvanized iron pipe with a 2 1/2" bronze cap located at the quarter corner common to said Sections 4 and 9, thence along the north-south centerline of said Section 4, North 0°21'45" West, 660.00 feet, thence South 89°54'15" East 330.00 feet to the true point of beginning; thence continue South 89°54'15" East, 330.00 feet; thence North 0°21'45" West, to a point on the southwesterly line of Wheeler Road, as described in Volume 57 Page 80, of the Deed of Records; thence North 31°02' West along said line to a point on the north line of the Southwest Quarter of the Southeast Quarter; thence West along said North line to a point North 0°21'45" West from the true point of beginning; thence South 0°21'45" East to the true point of beginning.

PARCEL V: Commencing at a 3/4" galvanized iron pipe with a 2 1/2" bronze cap located at the quarter corner common to said Sections 4 and 9, thence South 89°54'15" East 1322.34 feet to the southwest corner of the tract described in Volume 57 Page 80 of the Deed Records of Jackson County, thence North 31°02' West 35.045 feet to the true point of beginning; thence North 89°54'15" West 644.46 feet to a point which is South 89°54'15" East 660 feet from the north-south centerline of said Section 4; thence North 0°21'45" West to a point on the southwesterly line of Wheeler Road as described in Volume 57 Page 80, said Deed Records of said County; thence South 31°02' East along said line to the true point of beginning.

H--OFFICE BUILDINGS

The following office and service centers of the Company in the States of Oregon and California, including the following described real property.

H-49--Pendleton Service Center

In UMATILLA County, State of OREGON:

H-49 Item: Lot 2 of partition plat 1994-39, recorded November 30, 1994 in Partition Plat Records of Umatilla County and being situated in the southwest quarter, Section 5, Township 2 North, Range 32 East, Willamette Meridian.

H-50--Yreka Power Operation

In SISKIYOU County, State of CALIFORNIA

H-50 Item: Parcel 1, as shown on that certain parcel map for Edward and Sandra Miley Trusts, being located in the North 1/2 of Section 34, Township 45 North, Range 7 West, Mount Diablo Meridian, filed for record January 21, 1994 in Parcel Map Book 11, Page 116, Siskiyou County Recorder's Office.

PARAGRAPH ONE
Electric Generating Plants

(1) Hunter Plant Ash Pile Expansion: EM-478

The South Half of the Southwest quarter of Section 15, Lot 1 and Lot 2 of Section 22, and the Southwest quarter of the Southwest quarter of Section 22, Township 19 South, Range 8 East, Salt Lake Meridian, Emery County, Utah.

(2) Rilda Canyon Access Road/Parking Lot (Emery County, Utah): EM-477

Parcel #1 (Road) Beginning at a point which is South 1320.0 feet and East 907.32 feet from the center of Section 22, T. 16S., R. 7E., SLM; said point being on the South boundary line of the Northwest 1/4 of the Southeast 1/4 of said Section 22; thence West 25.09 feet; thence N.37°07'40"E. 193.51 feet to the beginning of a circular curve to the right having a radius of 1020.0 feet and a delta angle of 19°39'52"; thence Northeasterly along said curve an

arc length of 350.08 feet (chord bears N.46°57'36"E. 348.36 feet); thence N.56°47'32"E. 390.63 feet to the beginning of a circular curve to the left having a radius of 105.0 feet and a delta angle of 36°33'39"; thence Northeasterly along said curve an arc length of 67.00 feet (chord bears N.38°30'43"E. 65.87 feet); thence N.20°13'53"E. 0.90 feet to the beginning of a circular curve to the left having a radius of 70.0 feet and a delta angel of 38°43'53"; thence Northerly along said curve an arc length of 109.63 feet (chord bears N.24°38'03"W. 98.76 feet); thence S.69°30'00"E. 180.00 feet to the beginning of a non-tangent circular curve to the left having a radius of 70.0 feet and a delta angle of 90°16'07"; thence Southerly along said curve an arc length of 110.28 feet (chord bears S.65°21'57"W. 99.23 feet); thence S.20°13'53"W. 0.05 feet to the beginning of a circular curve to the right having a radius of 145.0 feet and a delta angle of 36°33'39"; thence Southwesterly along said curve an arc length of 92.53 feet (chord bears S.38°30'43"W. 90.96 feet); thence S.56°47'32"W. 390.63 feet to the beginning of a circular curve to the left having a radius of 980.0 feet and a delta angle of 19°39'52"; thence Southwesterly along said curve an arc length of 336.35 feet (chord bears S.46°57'36"W. 334.70 feet); thence S.37°07'40"W. 163.23 feet to the South boundary line of the Northwest 1/4 of the Southeast 1/4 of said Section 22; thence West 25.09 feet to the point of beginning; containing 1.02 acres, more or less.

Parcel #2 (Parking Lot) Beginning at a point which is South 935.66 feet and East 1314.91 feet from the center of Section 22, T. 16S., R. 7E., SLB&M; said point being at the beginning of a non-tangent circular curve to the right having a radius of 20.0 feet and a delta angle of 88°47'17"; thence Southeasterly along said curve an arc length of 30.99 feet (chord bears S.78°48'51"E. 27.98 feet); thence S.34°25'13"E. 18.40 feet to the beginning of a circular curve to the right having a radius of 20.0 feet and delta angle of 84°25'16"; thence Southerly along said curve an arc length of 29.47 feet (chord bears S.7°47'25"W. 26.87 feet); thence S.56°15'41"W. 137.56 feet to the beginning of a non-tangent circular curve to the left having a radius of 25.0 feet and a delta angle of 90°00'00"; thence Southerly along said curve an arc length of 39.27 feet (chord bears S.5°00'02"W. 35.36 feet); thence S.39°59'53"E. 130.0 feet to the beginning of a non-tangent circular curve to the left having a radius of 25.0 feet and delta angle of 90°00'00"; thence Southeasterly along said curve an arc length of 39.27 feet (chord bears S.84°59'53"E. 35.36 feet); thence N.56°35'23"E. 305.01 feet to the beginning of a non-tangent circular curve to the left having a radius of 60.0 feet and delta angle of 90°00'00"; thence Northeasterly along said curve an arc length of 94.24 feet (chord bears N.5°00'02"E. 84.85 feet); thence N.46°08'41"W. 130.75 feet to the beginning of a non-tangent circular curve to the left having a radius of 46.0 feet and delta angle of 90°00'00"; thence Northwesterly along said curve an arc length of 72.26 feet (chord bears N.84°59'53"W. 65.05 feet); thence S.27°15'25"W. 93.12 feet to the beginning of a non-tangent circular curve to the right having a radius of 20.0 feet and a delta angle of 95°34'44"; thence Northwesterly along said curve an arc length of 33.36 feet (chord bears N.82 12'35"W. 29.63 feet); thence N.34°25'13"W. 8.90 feet to the beginning of a circular curve to the right

having a radius of 20.0 feet and a delta angle of 91°12′43″; thence Northeasterly along said curve an arc length of 31.84 feet (chord bears N.11°11′09″E. 28.58 feet); thence S.56°47′31″W. 80.02 feet to the point of beginning; containing 1.74 acres, more or less.

PARAGRAPH TWO
Substations, Switchyards and Switchracks

(1) Lakepark Substation (Rubina Parcel) (Salt Lake County, Utah): SL-822

Parcel #1: Beginning at a point which is South 1064.0 feet and West 33.0 feet from the Northeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 91.0 feet; thence 1287.0 feet; thence North 165.0 feet; thence East 987.0 feet; thence South 74.0 feet; thence East 300.0 feet to the point of beginning. Less and excepting: Beginning at a point South 1064.0 feet and West 33.0 feet from the Northeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 8.5 feet; thence West 273.58 feet; thence North 8.5 feet; thence East 273.58 feet to the point of beginning.

Parcel #2: Beginning at a point South 990.00 feet and West 306.58 feet from the Northeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 74.00 feet; thence West 31.42 feet; thence North 74.00 feet; thence East 31.42 feet to the point of beginning.

(2) New Clinton Substation (Davis County, Utah): DV-171

Parcel #1: Beginning 20 rods North and 1064.7 feet West of the Southeast corner of the Northwest Quarter of Section 27, Township 5 North, Range 2 West, Salt Lake Meridian; said point also being North 72°43′40″ West 1115.78 feet, more or less, from the Southeast corner of the Northwest Quarter of Section 27, Township 5 North, Range 2 West, Salt Lake Meridian, and running thence North 0°08′ East 330 feet, more or less, along the East boundary line of said land, said East boundary line also being the West right of way line of Power Company's Ben Lomond Terminal 345 kV Corridor to the North boundary line of said land; thence West 255.3 feet, more or less, along said North boundary line to the West boundary line of said land, thence South 330 feet, more or less, along said West boundary line to the South boundary line of said land; thence East 255.3 feet, more or less, along said south boundary line to the point of beginning.

Parcel #2: Beginning 20 rods North and 636.66 feet West of the Southeast Corner of the Northwest Quarter of Section 27, Township 5 North, Range 2 West, Salt Lake Meridian, said point also being North 62°37′45″ West 717.78 feet, more or less, from the Southeast

corner of the Northwest Quarter of Section 27, Township 5 North, Range 2 West, Salt Lake Meridian, and running thence West 268.04 feet, more or less, along said South boundary line to the West boundary of said land, said West boundary line also being the East right of way line of Power Company's Ben Lomond Terminal 345 kV Corridor, thence North 0°08′ East 330 feet, more or less, along said West boundary, to the North boundary line of said land; thence East 268.04 feet, more or less, along said North boundary line; thence South 0°08′ West 330 feet, more or less, to the point of beginning.

(3) New Jordan Substation Additional Lands (Salt Lake County, Utah): SL-824

Parcel #1: The North one (1) rod of Lot Twelve (12) Block One (1) and the North one (1) rod of Lots Twelve(12) and Thirteen (13) of Block Two (2) of the Jones Subdivision of Block Fifty-four (54) Plat "C", Salt Lake City Survey.

Parcel #2: Beginning at the Northwest corner of Block Fifty-four (54) Plat "C", Salt Lake City Survey, and running thence South One (1) rod; thence West two-hundred eighty-five (285) feet, more or less, to the East bank of the Jordan River, thence North one (1) rod, along said East bank thence East two-hundred eighty-five (285) feet, more or less, to the point of beginning, and being a portion of a vacated road known and designated as 1200 West Street and in the Northwest Quarter of the Northwest Quarter of Section 2, Township 1 South, Range 1 West, Salt Lake Base and Meridian.

Parcel #3: Beginning at the Northwest corner of Lot Twelve (12) Block One (1) of the Jones Subdivision, Block Fifty-four (54), Plat "C", Salt Lake City Survey, said Northwest corner also being 131 feet South and 1591 feet East, more or less, from the Northwest corner of Section 2, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 16.5 feet, along the West lot line of said Lot 12, thence West 66 feet to the East line of Lot 13, Block 2, Jones Subdivision, Block 54, Plat "C", Salt Lake City Survey, thence North 16.5 feet, along said lot line, thence East 66 feet to the point of beginning, being within a vacated road known and designated at Glendale Street, the Northeast Quarter of the Northwest Quarter of said Section 2.

Parcel #4: Beginning at the Northwest corner of Lot Twelve (12), Block Two (2) of the Jones Subdivision, Block Fifty-four (54), Plat "C", Salt Lake City Survey, said Northwest corner also being 131 feet South and 1261 feet East, more or less, from the Northwest corner of Section 2, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence West 284.8 feet, more or less, to the East bank of the Jordan River, thence North 4 feet, more or less, along said East bank, thence South 89°41′35″ East 746.8 feet, more or less, to a point on the North boundary line of said Jones Subdivision, thence West 462 feet, more or less, along said North boundary line to the point of beginning, being within a vacated

road known and designated as South Temple Street, and the North Half of the Northwest Quarter of said Section 2.

(4) New Jordan Substation Additional Lands (Salt Lake County, Utah): SL-825

Beginning on the Southeast corner of the Grantor's land at a point 149.17 feet South and 126.44 feet West, more or less, from the North one quarter corner of Section 2, Township 1 South, Range 1 West, Salt Lake Base and Meridian, said point also being the Northeast corner of Lot 8, Block 53, Plat "C", Salt Lake City Survey, running thence North 33.92 feet along the East boundary line of said land, said East boundary line also being the West right of way line of 1000 West Street, thence South 70°16'59" West 108.95 feet to the Grantor's South boundary line, thence North 88°24'50" East 102.60 feet along said South boundary line to the point of beginning.

(5) Gateway Substation (Washington County, Utah): WN-068

Beginning at a point North 0°23'31" West, 1300.32 feet along the one quarter section line from the South one quarter corner of Section 4, Township 42 South, Range 14 West, Salt Lake Base and Meridian and running thence North 0°23'31" West, 200.0 feet along the one quarter Section line, said one quarter section line also being the West boundary line of subject property, thence North 89°36'29" East, 200.0 feet, thence South 0°23'31" East 200.0 feet, thence South 89°36'29" West 200.0 feet to said West boundary line to the point of beginning.

(6) Sandcreek Substation (Bonneville County, Idaho): BV-039

Beginning on the East boundary line of the Grantor's land at a point 240 feet North and 48 feet West, more or less, from the Southeast Corner of said Section 10; thence North 250 feet along the East boundary line of said land; thence West 150 feet; thence South 250 feet; thence East 150 feet to the point of beginning.

(7) Cudahy Substation (Davis County, Utah): DV-172

Beginning at the Southeast Corner of the South Davis Sewer Improvement District Property, said point being South 89°45'51" East along Section line 763.24 feet and North 00°14'09" East 61.70 feet from the Southwest Corner of Section 3, Township 1 North, Range 1 West, Salt Lake Base and Meridian; thence North 00°33'36" East along the East line of said property 500.00 feet; thence South 89°26'30" East 350.00 feet; thence South 00°33'36" West 500.00 feet; thence North 89°26'30" West 350.00 feet to the point of beginning.

(8) Cherrywood Substation (Utah County, Utah): UT-250

Beginning on the north boundary line of the Grantor's land at a point 254.2 feet south and 723.9 feet east, more or less, from the north one quarter corner of Section 10, Township 6 South, Range 2 East, Salt Lake Meridian, and running thence N.89°52'57"E. 620.69 feet, along the north boundary line to the northeast corner of said Grantor's land, thence S.0°37'03"E. 326.47 feet along the east boundary line of said land, thence N.89°53'46"W. 523.73 feet, to the west boundary line of said Grantor's land, thence N.17°13'03"W. 339.44 feet, along said west boundary line to the point of beginning, containing 4.27 acres, more or less.

PARAGRAPH THREE
Electric Transmission Lines

(1) 90th South 138kV Line Relocation (Salt Lake County, Utah): SL-826

Beginning at a point which is West along the quarter Section line 182.00 feet from the East quarter corner of Section 5, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence West 85.00 feet; thence North 288.00 feet; thence East 85.00 feet; thence South 288.00 feet to the point of beginning.

(2) Tooele-Dugway 46 kV Line Regulator Site (Tooele County, Utah): TO-028

Beginning at a point on an existing right of way fence, said point being North 89°22'38" East along Section line 820.24 feet and South 2417.15 feet from the Northwest corner of Section 18, Township 5 South, Range 5 West, Salt Lake Base and Meridian; and running thence South 6°20'58" East along said Right of Way fence 100.00 feet; thence South 83°39'02" West 100.00 feet; thence North 6°20'58" West 100.00 feet; thence North 83°39'02" East 100.00 feet to the point of beginning.

(3) Honeyville-Lampo 138 kV Line (Box Elder County, Utah): BX-063

Beginning at a southeast corner of the Grantor's land at a point N.68°22'59"W. 1632.83 feet, from the east one quarter corner of Section 4, T. 10N., R. 2W., S.L.M., and running thence North 538.9 feet, more or less, along an east boundary line of said Grantor's land, thence West 178.61 feet, more or less, thence S.1°22'W. 538.10 feet, more or less, to a south boundary line of said land, thence East 195.65 feet, more or less, along said south boundary line to the point of beginning, containing 2.32 acres, more or less.

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(4) Sandcreek-Sugarmill 69 kV Transmission Line (Bonneville County, Idaho): BV-038

Beginning at the Southwest Corner of the Grantor's land, said Southwest Corner also being the West Quarter Corner of Section 15, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho, and running thence N.89°50'56"E. 2547.85 feet along the South boundary line of said land; thence N.28°44'14"E. 191.78 feet, more or less, along the Grantor's Easterly boundary line; thence S.89°50'56"W. 2640.40 feet, more or less, to a West boundary line of said land; thence S.0°06'55"E. 167.92 feet, more or less, along said West boundary line to the point of beginning.

PARAGRAPH TEN
Office Buildings

(1) Energy West Office 1/2 Foot Strip (Emery County, Utah): EM-476

Beginning at the Southwest corner of Lot 1, Block 37, Huntington Townsite Survey; thence East 0.25 feet, thence North 235.25 feet, thence West 0.50 feet, thence South 235.25 feet, thence East 0.25 feet, more or less, to the point of beginning.

(2) Lake District Service Center (Davis County, Utah): DV-170

Beginning at a point on the North line of said Southwest Quarter lying on the East Right of Way line of 1800 West Street, said point being South 89°56'39" East 70.12 feet from the Northwest corner of the said Southwest Quarter (West One Quarter Corner, a found brass cap) of Section 26, Township 2 North, Range 1 West, Salt Lake Base and Meridian; thence continuing South 89°56'39" East along the North line of the said Southwest quarter, 532.65 feet; thence South 0°13'19" East 814.00 feet; thence North 89°56'39" West 535.51 feet to a point on the East Right of Way line of 1800 West Street; thence North 0°19'07" West along said Right of Way line, 409.50 feet to a Right of Way Marker; thence North 0°16'55" East along said Right of Way line 404.50 feet to the point of beginning.

MORTGAGE

JOHN WIENKE and ALICE WIENKE, Husband and Wife, of County of Sublette and State of Wyoming, MORTGAGORS, to secure the payment of the principal sum of Twenty Five Thousand Dollars ($25,000.00), 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, releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to ANGELA BETH ROSEBERRY, of County of Sublette and State of Wyoming, MORTGAGEE, the following described real estate situate in Sublette County, State of Wyoming:

Lot 5, Prospector Square, First Filing, Sublette County, Wyoming, as the same appears of record on the plat thereof filed in the office of the County Clerk and Ex-Officio Register of Deeds, Sublette County, Wyoming;
TOGETHER WITH all buildings and improvements situate thereon and appurtenances thereunto appertaining;
SUBJECT TO mineral interests, covenants, exceptions, reservations and restrictions of record; and
SUBJECT TO easements and rights of way of record or in use.

MORTGAGORS' indebtedness is to be paid as follows:

A. The principal balance of Twenty Five Thousand Dollars ($25,000.00), together with interest thereon at the rate of ten percent (10%) per annum, shall be payable in one hundred twenty (120) equal monthly installments of interest and principal of $268.65 with balloon payment of $12,644.17 due on the 17th of November 2006. Payments of said monthly installments shall begin on the 17th day of November 1996. All payments shall first be applied to accrued interest and then to principal as of the date received. Interest shall accrue from the 17th of November 1996.

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 securing it 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, servicing agent fees, 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 added to the debt hereby secured, and agree 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

259587

RECORDED Nov. 12 19 96 9:30 AM
BOOK 166 Mtg PAGE 599
FEE $8.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

Rlsd. Bk 19 Rel. Pg. 409 11/25/98

MORTGAGORS to timely pay such taxes, assessments, servicing agent fees, 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, 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 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.

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. 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.

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 12 day of November 1996.

John Wienke
JOHN WIENKE

Alice Wienke
ALICE WIENKE

STATE OF WYOMING)
)ss
COUNTY OF SUBLETTE)

The foregoing mortgage was acknowledged before me by JOHN WIENKE and ALICE WIENKE this 12 day of November 1996.

WITNESS my hand and official seal.

CHERYL L. HEUCK NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES SEPTEMBER 23, 2000

My Commission Expires: 9-23-2000

Cheryl L. Heuck
Notary Public

MORTGAGE

THIS MORTGAGE, made as of the 5 day of Nov, 1996, from **RODNEY A. TRUMBLE and JO ANNE TRUMBLE,** husband and wife, of P.O. Box 905, Big Piney, WY 83113, hereinafter referred to as "Mortgagors", to **MARY K. FLITNER, BETTY L. FEAR** and **NANCY ESPENSCHEID,** as tenants in common of an undivided one-third 1/3 interest each, of P.O. Box 4177, Marbleton, WY 83113, hereinafter referred to as "Mortgagees".

The Mortgagors, for and in consideration of the sum of Twenty-Eight Thousand Five Hundred and NO/100 ($28,500.00) 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 Twenty-Eight Thousand Five Hundred and NO/100 ($28,500.00) Dollars together with interest at the rate of nine percent (9%) per annum thereon shall be paid in one hundred twenty (120) equal monthly installments of interest and principal of $361.03 each. Payments of said monthly installments shall begin on 12/8/96 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 11/8/96. 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 this 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.

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

259592

RECORDED Nov. 12 1996 11:35AM
BOOK Lolo Mtg. PAGE 601
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Boston

Rec'd Bk 19 Rel Pg 601 5/11/97 601

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 Mortgagees as additional loss payees 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 Mortgagees. The payment clause shall be made payable to the Mortgagees 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 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 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.

Rodney A. Trumble
RODNEY A. TRUMBLE

Jo Anne Trumble
JO ANNE TRUMBLE

STATE OF Wyoming)
)
COUNTY OF Sublette)

The foregoing **MORTGAGE** was acknowledged before me by RODNEY A. TRUMBLE and JO ANNE TRUMBLE, this 5th day of November, 1996.

Witness my hand and official seal.

BARBARA HENRY
County of
Sublette
Notary Public
State of
My Commission Expires

Barbara Henry
NOTARY PUBLIC

My Commission Expires: 10/12/1997

[redacted] [redacted] [redacted]

EXHIBIT "A"

Lot One (1) and the East One-Half (½) of Lot Two (2), Block Eight (8) 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 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.

606 , Rlsd. BK 20 Reb. pg. 222 ; 12/1/99

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 12, 1996
The mortgagor is JOHN V CROW, AN UNMARRIED PERSON

("Borrower"). This Security Instrument is given to
FARM CREDIT SERVICES OF THE MIDLANDS, FLCA
which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose address is
206 S. 19TH ST., OMAHA, NE 68102

("Lender"). Borrower owes Lender the principal sum of
ONE HUNDRED TWENTY THOUSAND AND NO/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 DECEMBER 1, 2026 . 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 23 AND 24, BLOCK 3 OF THE FELTNER ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING.

259594

RECORDED Nov. 12 1996 1:15AM
IN BOOK 606 mtg. PAGE 606
FEES $ 20.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

which has the address of 90 SOUTH 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.

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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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 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.

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[redacted] [redacted] [redacted]

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)]

[XX] 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:

_____

_____

_____ (Seal)
JOHN V CROW -Borrower
Social Security Number _____

_____ (Seal)
-Borrower
Social Security Number _____

_____ (Seal)
-Borrower
Social Security Number _____

_____ (Seal)
-Borrower
Social Security Number _____

STATE OF WYOMING, LINCOLN County ss:

The foregoing instrument was acknowledged before me this NOVEMBER 12, 1996 (date) by John V. Crow (person acknowledging)

My Commission expires:
October 15, 1998.

_____
Notary Public

BRAD W. WILLFORD - NOTARY PUBLIC
COUNTY OF LINCOLN STATE OF WYOMING
My Commission Expires October 15, 1998.

ADJUSTABLE RATE RIDER
(1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 12TH day of NOVEMBER, 1996 , 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 FARM CREDIT SERVICES OF THE MIDLANDS, FLCA, 206 S. 19TH ST., OMAHA, NE 68102
(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

90 SOUTH LAKE 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 6.500%. 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 DECEMBER, 1997 , 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-QUARTER ********** 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 8.500 % or less than 4.500%. 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 12.500%.

(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 pages 1 and 2 of this Adjustable Rate Rider.

JOHN V CROW _____(Seal) -Borrower

_____(Seal) -Borrower

_____(Seal) -Borrower

_____(Seal) -Borrower

_____(Seal) -Borrower

_____(Seal) -Borrower

_____(Seal) -Borrower

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614 Rlsd. RIC 20 Rel. pg. 426 6/26/00

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

LADD LAYLAND and **MARTHA LAYLAND**, husband and wife, mortgagors, of P.O. Box 388, Pinedale, WY 82941, to secure the payment of Seven Thousand Seven Hundred and NO/100 ($7,700.00) Dollars, payable in 120 equal monthly payments of $106.06 each, which include interest at the rate of 11% per annum from 10/30/96; first said monthly payment is due on or before 11/30/96 and on the 30th 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 Thirteen (13), Block Two (2) of the Hagenstein 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 replacement 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. If the property described herein is sold under foreclosure

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RECORDED Nov. 12 1996 3:15 PM
IN BOOK Lolo Mtg. & Lse. PAGE 614
FEES 8.00 COUNTY CLERK
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By Cathy Barton

[redacted] [redacted] [redacted]

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.

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

DATED this 30 day of October, 1996.

Ladd Layland
LADD LAYLAND

Martha Layland
MARTHA LAYLAND

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by LADD LAYLAND and MARTHA LAYLAND, this 31st day of October, 1996.

Witness my hand and official seal.

Susan Culbrandson
NOTARY PUBLIC

My Commission Expires: 2/21/1999

SUBLETTE COUNTY, WYOMING NOTARY PUBLIC

Susan Culbrandson
Notary Public
County of
Sublette
State of
Wyoming
My Commission Expires:
Feb. 21, 1999

616 12/1/99 Rlsd. BK 20 Rel pg. 221

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

DEAN R. RICH and **PATSY R. RICH, f/k/a PATSY R. EDWARDS,** husband and wife, mortgagors, of P.O. Box 1029, Pinedale, WY 82941, to secure the payment of Thirty Thousand and NO/100 ($30,000.00) Dollars, payable in 120 equal monthly payments of $413.25 each, which include interest at the rate of 11% per annum from 11/1/96; first said monthly payment is due on or before 12/1/96 and on the 1st 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 Eight (8) and Nine (9), Block Two (2) of the Samora 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 replacement 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. If the property described herein is sold under foreclosure

259597

RECORDED Nov. 12, 1996 3:25 pm
IN BOOK 160 Mtg PAGE 1011
8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Deputy

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.

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

DATED this 7 day of Nov., 1996.

Dean R. Rich
DEAN R. RICH

Patsy R. Rich
PATSY R. RICH, f/k/a PATSY R. EDWARDS

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by DEAN R. RICH and PATSY R. RICH, f/k/a PATSY R. EDWARDS, this 7th day of Nov., 1996.

Witness my hand and official seal.

Susan Gulbrandson
NOTARY PUBLIC

My Commission Expires: 2/21/1999

Susan Gulbrandson Notary Public
County of Sublette State of Wyoming
My Commission Expires Feb. 21, 1999

SUBLETTE COUNTY NOTARY PUBLIC

617

618 Rlsd. Blc 18 pg 582 9/9/97

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

RUSSELL L. ECKLUND, a single man, mortgagor, of P.O. Box 681, Pinedale, WY 82941, to secure the payment of Seventy-Four Thousand and NO/100 ($74,000.00) Dollars, payable in one payment of $82,140.00 which includes interest at the rate of 11% per annum from 11/4/96, said payment is due on or before 11/4/97, 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:

> SE¼ of Tract Four (4), Sheet Three (3) of the Hoback Ranches 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 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 replacement 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. 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

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IN BOOK Misc. Mtg. PAGE 618
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SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

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

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

DATED this 9th day of November, 1996.

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 8th day of November, 1996.

Witness my hand and official seal.

Aug 7, 2000
My Commission Expires:

NOTARY PUBLIC

SHARI PAPE NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

SHARI PAPE
County of
Sublette
My Commission Expires:
Aug. 7, 2000
Notary Public
State of
Wyoming

620

Rlsd. Blk 18 pg 597 9/24/97

ANN M FEAR JAY T FEAR BOX 1085 PINEDALE, WY 82941 **MORTGAGOR** "I" includes each mortgagor above.	THE JACKSON STATE BANK P.O. BOX 1788 JACKSON, WY 83001 **MORTGAGEE** "You" means the mortgagee, its successors and assigns.

REAL ESTATE MORTGAGE: For value received, I, ANN M FEAR AND JAY T FEAR, HUSBAND AND WIFE, mortgage, grant and convey to you, with power of sale, on OCTOBER 22, 1996 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: HALFMOON STREET (Street) PINEDALE (City), Wyoming 82941 (Zip Code)

LEGAL DESCRIPTION:

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF.

259609

RECORDED Nov. 13 1996 10:55 AM
BOOK Ide Mtg. PAGE 620
FEE $10.00
SUBLETTE 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 #28078 DATED 10/22/96

The above obligation is due and payable on OCTOBER 22, 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 FIFTEEN THOUSAND AND NO/100* * * * * * * * Dollars ($ 15,000.00), 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 Ann M. Fear
ANN M FEAR

X Jay T. Fear
JAY T FEAR

ACKNOWLEDGMENT: STATE OF WYOMING, County of Sublette) ss:

Individual or Corporation with Seal

The foregoing instrument was acknowledged before me by ANN M FEAR AND JAY T FEAR, HUSBAND AND WIFE this 31ST day of October, 1996.

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.

BETHANY ANN BONIS NOTARY PUBLIC SUBLETTE COUNTY, WY

Bethany A. Bonis
(Notary Public)

My commission expires: 4/24/2000

©1985 BANKERS SYSTEMS, INC., ST. CLOUD, MN 56301 (1-800-397-2341) FORM OCP-MTG-WY 6/27/91

WYOMING

[redacted] [redacted] [redacted]

COVENANTS

1. Payments. I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the secured debt exclusive of interest or principal, second, to interest and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.

2. Claims against Title. I will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, and other charges relating to the property when due. You may require me to provide to you copies of all notices that such amounts are due and the receipts evidencing my payments. I will defend title to the property against any claims that would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.

3. Insurance. I will keep the property insured under terms acceptable to you at my expense and for your benefit. This insurance will include a standard mortgage clause in your favor. You will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.

4. Property. I will keep the property in good condition and make all repairs reasonably necessary. I will give you prompt notice of any loss or damage to the property.

5. Expenses. I agree to pay all of the expenses you incur, including reasonable attorneys' fees, if I breach any covenants in this mortgage or in any obligation secured by this mortgage. I will pay these amounts to you as provided in Covenant 10 of this mortgage.

6. Default and Acceleration. If I fail to make any payment when due or breach any covenants under this mortgage, any prior mortgage or any obligation secured by this mortgage, you may, at your option, accelerate the maturity of the secured debt and demand immediate payment and exercise any other remedy available to you. You may enforce this mortgage by exercising any remedy provided by law, including, but not limited to, the power of sale. You will be entitled to a judgment for any deficiency as provided by law.

If you elect to exercise your power of sale, you will give notice of your intent to foreclose by advertisement and sale as provided by law. You will publish notice of the sale and sell the property according to applicable law. The proceeds of the sale will be applied first to the costs and expenses of the sale including, but not limited to, reasonable attorneys' fees, then to payment of the secured debt, and finally, if there is any surplus, to the person(s) legally entitled to it.

7. Assignment of Rents and Profits and Lender in Possession. I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If you accelerate this mortgage as provided in paragraph 6 or if I abandon the property, you are entitled to enter upon, take possession and manage the property, and collect the rents and profits of the property, either in person, by agent or by court appointed receiver, until the expiration of any period of redemption following judicial sale. Except when otherwise directed by the court, any rents and profits you collect will be applied first to the costs of managing the property and collecting the rents and profits, including, but not limited to, receivers fees, court costs, and reasonable attorneys' fees, and then to payments on the secured debt as provided in Covenant 1.

8. Prior Security 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.

EXHIBIT "A"

TOWNSHIP 34 NORTH, RANGE 109 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

SECTION 34: S1/2NW1/4SE1/4, **EXCEPTING THE FOLLOWING DESCRIBED LANDS:**

A TRACT OF LAND IN THE NW1/4SE1/4 OF SECTION 34, T.34N, R.109W., MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF THE NW1/4SE1/4 OF SECTION 34; THENCE N.00°02'W., ALONG THE WEST LINE OF THE NW1/4SE1/4 A DISTANCE OF 143.26 FEET; THENCE N.88°48'20"E, A DISTANCE OF 155.85 FEET; THENCE S.35°07'54"E, A DISTANCE OF 153.45 FEET; THENCE S.03° 59'05"E., A DISTANCE OF 22.81 FEET TO A POINT ON THE SOUTH SIDE OF THE NW1/4SE1/4; THENCE N.89°35'38"W., ALONG THENCE SOUTH LINE OF THE NW1/4SE1/4 A DISTANCE OF 245.63 FEET TO THE POINT OF BEGINNING.
AND ALSO EXCEPTING

A TRACT OF LAND LOCATED IN THE NW1/4SE1/4 OF SECTION 34, T.34N., R.109W., MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE NORTH-SOUTH MID-SECTION LINE, SAID POINT BEARS N.00°02'W., A DISTANCE OF 1813.42 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 34; THENCE, FROM SAID POINT OF BEGINNING, N.00°08'49"W., A DISTANCE OF 184.37 FEET TO THE SOUTHWEST CORNER OF THE FAVAZZO SECOND SUBDIVISION; THENCE, S.89°38'05"E., ALONG THE SOUTH BOUNDARY OF SAID SUBDIVISION, A DISTANCE OF 351.89 FEET; THENCE, S.00°33'11"W., A DISTANCE OF 313.31 FEET; THENCE, N.69°22'07W., A DISTANCE OF 372.26 FEET TO THE POINT OF BEGINNING.

KeyBank

Key Bank of Wyoming
BIG PINEY CENTER
440 BUDD AVE.
BIG PINEY, WY 83113
307-276-3961 (Lender)

HOME EQUITY LINE MORTGAGE

259610

11:00A
RECORDED Nov. 13 1996 M
IN BOOK Lolamtg PAGE 1623
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

BORROWER	MORTGAGOR
JAMES L HINES BETTY J HINES	JAMES L HINES BETTY J HINES , HUSBAND AND WIFE
ADDRESS 356 S. MADISON PINEDALE, WY 82941	ADDRESS 356 S. MADISON PINEDALE, WY 82941
TELEPHONE NO. 307-367-2722	TELEPHONE NO. 307-367-2722
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	$69,515.00	11/04/96	11/04/26	962951338490	

(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)**;

(d) 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; and

(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.

Rlsd. Bk 20 Rel. Pg 142 9/24/99 623

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 attorney 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) commits fraud or makes a material misrepresentation at any time in connection with the Obligations or this Mortgage, including, but not limited to, false statements made by Mortgagor about Mortgagor's income, assets, or any other aspects of Mortgagor's financial condition;
(b) fails to meet the repayment terms of the Obligations; or
(c) violates or fails to comply with a covenant contained in this Mortgage which adversely affects the Property or Lender's rights in the Property, including, but not limited to, transferring title to or selling the Property without Lender's consent, failing to maintain insurance or to pay taxes on the Property, allowing a lien senior to Lender's to result on the Property without Lender's written consent, allowing the taking of the Property through eminent domain, allowing the Property to be foreclosed by a lienholder other than Lender, committing waste of the Property, using the Property in a manner which would be destructive to the Property, or using the Property in an illegal manner which may subject the Property to seizure or confiscation.

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 AND ATTORNEYS' FEES. Upon default by borrower or Mortgagor under the Obligations and referral of this Mortgage to an attorney who is not a salaried employee of Lender, Mortgagor agrees to pay Lenders reasonable attorneys' fees. Additionally, Mortgagor agrees to pay all reasonable expenses incurred by Lender in foreclosing and realizing on the Property.

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 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.

Spouse of Grantor upon the consideration aforesaid, does hereby release and forever quit-claim unto Lender, as Mortgagee, all his/her rights of homestead in and to the above granted 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 4TH day of NOVEMBER, 1996

MORTGAGOR: JAMES L HINES

JAMES L HINES

MORTGAGOR:

MORTGAGOR:

MORTGAGOR: BETTY J HINES

BETTY J HINES

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

STATE OF WYOMING)
) ss:
COUNTY OF ~~Fre~~ Sublette)

On this 4th day of November, 1996, before me personally appeared James L. Hines & Betty J Hines 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 this 4th day of November, 1996.

(SEAL)

KAREN S. WENZ - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Jan. 2, 2000

My Commission Expires:
Jan 2, 2000

Karen S Wenz
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 _____)

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 13, BLOCK 1 OF THE REDSTONE FIRST ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING

SCHEDULE B

AFTER RECORDING RETURN TO LENDER AT ITS ADDRESS DESCRIBED ABOVE.

628 Rlsd. Bk 19 Rel. pg. 244 7/20/98

KeyBank

Key Bank of Wyoming
BIG PINEY CENTER
440 BUDD AVE.
BIG PINEY, WY 83113
307-276-3961 (Lender)

HOME EQUITY LINE MORTGAGE

259611

11:00am

RECORDED Nov. 13 1996 M
IN BOOK Ida Mtg PAGE 628
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

BORROWER	MORTGAGOR
BRENT V CHEENEY BETTY N CHEENEY	BRENT V CHEENEY ELIZABETH N CHEENEY , HUSBAND AND WIFE
ADDRESS 15 BLOOM LANE PINEDALE, WY 82941	ADDRESS 15 BLOOM LANE PINEDALE, WY 82941
TELEPHONE NO. 307-367-6644 IDENTIFICATION NO.	TELEPHONE NO. 307-367-6644 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	$35,000.00	11/04/96	11/04/26	962971441410	

(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; and

(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.

[redacted] [redacted] [redacted]

4. TRANSFER 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) commits fraud or makes a material misrepresentation at any time in connection with the Obligations or this Mortgage, including, but not limited to, false statements made by Mortgagor about Mortgagor's income, assets, or any other aspects of Mortgagor's financial condition;
(b) fails to meet the repayment terms of the Obligations; or
(c) violates or fails to comply with a covenant contained in this Mortgage which adversely affects the Property or Lender's rights in the Property, including, but not limited to, transferring title to or selling the Property without Lender's consent, failing to maintain insurance or to pay taxes on the Property, allowing a lien senior to Lender's to result on the Property without Lender's written consent, allowing the taking of the Property through eminent domain, allowing the Property to be foreclosed by a lienholder other than Lender, committing waste of the Property, using the Property in a manner which would be destructive to the Property, or using the Property in an illegal manner which may subject the Property to seizure or confiscation.

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 AND ATTORNEYS' FEES. Upon default by borrower or Mortgagor under the Obligations and referral of this Mortgage to an attorney who is not a salaried employee of Lender, Mortgagor agrees to pay Lenders reasonable attorneys' fees. Additionally, Mortgagor agrees to pay all reasonable expenses incurred by Lender in foreclosing and realizing on the Property.

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. SUC[redacted]AND ASSIGNS. This Mortgage shall be binding u[redacted]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.

Spouse of Grantor upon the consideration aforesaid, does hereby release and forever quit-claim unto Lender, as Mortgagee, all his/her rights of homestead in and to the above granted 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 4TH day of NOVEMBER, 1996

MORTGAGOR: BRENT V CHEENEY

Brent V. Cheeney

BRENT V CHEENEY

MORTGAGOR:

MORTGAGOR: ELIZABETH N CHEENEY

Elizabeth N. Cheeney

ELIZABETH N CHEENEY

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

STATE OF WYOMING)
) ss:
COUNTY OF Sublette)

On this 4th day of November, 1996 before me personally appeared Brent V. Cheeney and Elizabeth N. Cheeney 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 notarial seal this 4th day of November, 1996.

(SEAL)

County of Sublette — State of Wyoming — My Commission Expires Jan. 2, 2000

My Commission Expires: Jan 2, 2000

Karen S Wenz
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 _____)

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 13 OF THE BLOOM SUBDIVISION, SUBLETTE COUNTY, WYOMING.

SCHEDULE B

FIRST MORTGAGE HELD BY FIRST SECURITY BANK OF ROCK SPRINGS ASSIGNED TO WYOMING COMMUNITY DEVELOPMENT AUTHORITY RECORDED DECEMBER 11, 1986

AFTER RECORDING RETURN TO LENDER AT ITS ADDRESS DESCRIBED ABOVE.

[redacted] [redacted] [redacted]

MORTGAGE

THIS MORTGAGE, made as of the 15th day of November, 1996, from **PATRICK A. McGUIRE** and **NANCY B. McGUIRE,** 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 203, Pinedale, WY 82941, hereinafter referred to as "Mortgagors", to **FRANK TATMAN,** a single man, and **ROBERT TATMAN,** a single man, of P.O. Box 175, Pinedale, WY 82941, hereinafter referred to as "Mortgagees".

The Mortgagors, for and in consideration of the sum of Four Thousand Six Hundred Thirty-Five and 77/100 ($4,635.77) 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 Four Thousand Six Hundred Thirty-Five and 77/100 ($4,635.77) Dollars together with interest at the rate of six percent (6%) per annum thereon shall be paid in equal monthly installments of interest and principal of $250.00 each until paid in full. Payments of said monthly installments shall begin on 12/15/96 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 11/15/96. 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.

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

259665

RECORDED Nov. 15 1996 3:00PM
BOOK 146 Mtg & L PAGE 633
1400 Mary L Lee COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

Rlsd. Bk 19 Rel. Pg 315 9/24/98 633

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 are 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

[redacted] [redacted] [redacted]

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.

Patrick A. McGuire
PATRICK A. McGUIRE

Nancy B. McGuire
NANCY B. McGUIRE

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

The foregoing **MORTGAGE** was acknowledged before me by PATRICK A. McGUIRE and NANCY B. McGUIRE, this 15th day of November, 1996.

Witness my hand and official seal.

Susan J. Hanson
NOTARY PUBLIC

My Commission Expires: 12/12/98

SUSAN J. HANSON NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES DECEMBER 12, 1998

[redacted] [redacted] [redacted]

EXHIBIT "A"

Lots Two (2) and Three (3) of the Riverside Second 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 as recorded 10/4/89, in Book 56 of Misc., Page 98 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.

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

BOBBY G. WILSON and **JOHNNIE MAY WILSON**, husband and wife, mortgagors, of P.O. Box 1299, Pinedale, WY 82941, to secure the payment of Thirty-Five Thousand and NO/100 ($35,000.00) Dollars, payable in 180 equal monthly payments of $397.81 each, which include interest at the rate of 11% per annum from 11/4/96; first said monthly payment is due on or before 12/4/96 and on the 4th 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 Eighty-Two (82) of the Big Country Ranches Subdivision, Fourth 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.

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 replacement 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. If the property described herein is sold under foreclosure or otherwise and the proceeds are insufficient to pay the total indebtedness hereby

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RDED Nov 15 1996 335 pM
BOOK lole Mtg PAGE 638
FEES 8.00 COUNTY CLERK
SUBLETTE [redacted] NTY, PINEDALE WYOMING [redacted] Sexton

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.

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

DATED this 15TH day of NOVEMBER, 1996.

Bobby G. Wilson
BOBBY G. WILSON

Johnnie May Wilson
JOHNNIE MAY WILSON

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by BOBBY G. WILSON and JOHNNIE MAY WILSON, this 15th day of November, 1996.

Witness my hand and official seal.

Shari Pape
NOTARY PUBLIC

My Commission Expires:
Aug 7, 2000

SHARI PAPE
County of
Sublette
My Commission Expires
Notary Public
State of
Wyoming
Aug. 7, 2000

SHARI PAPE
NOTARY PUBLIC
SUBLETTE COUNTY, WYOMING

WHEN RECORDED MAIL TO:

640

Asn. Bk 66 Mtg. Pg. 647
Rlsd. Bk 19 Rel. Pg 683 5/5/99

First Security Bank of Wyoming
First Security Bank of Wyoming, Mtg. Dept.
1400 Dewar Drive
Rock Springs, WY 82901

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on November 14 1996 . The mortgagor is STEVE DENNIS SMITH and DEBORAH LYNN SMITH, husband and wife ("Borrower"). This Security Instrument is given to First Security Bank of Wyoming which is organized and existing under the laws of The United States of America , and whose address is 1400 Dewar Drive Rock Springs, WY 82901 ("Lender"). Borrower owes Lender the principal sum of Ninety-Five Thousand Eight Hundred and No/100 ---------- Dollars (U.S. $ 95,800.00). 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 December 1, 2026 . 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 18 OF THE HIGHLAND VIEW ESTATES, SUBLETTE COUNTY, WYOMING.

259676

RECORDED Nov. 18 1996 11:25 A.M.
IN BOOK 166 mtg. PAGE 640
FEES $ 18.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

which has the address of 18 SLED RUNNER ROAD , PINEDALE
Wyoming 82941 ("Property Address");

TOGET[redacted]TH all the improvements now or here[redacted]cted on the property, and all easement[redacted]enances. and fixture[redacted]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 a.s 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

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 allotment 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 tee 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 shall 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

any condem[redacted]r other taking of any part of the Pro[redacted]erty, 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 them 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 failing 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 successors 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 charged 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 Lenders 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 or the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument of 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 Lenders 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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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 to Borrower. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

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. Rid[redacted]is Security Instrument. If one or mo[redacted]s are executed by Borrower and record[redacted] together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend alld 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:

_____

_____

_____ (Seal)
STEVE DENNIS SMITH --Borrower
Social Security Number 520-68-2711

_____ (Seal)
DEBORAH LYNN SMITH --Borrower
Social Security Number 520-64-5662

_____ (Seal)
--Borrower
Social Security Number _____

_____ (Seal)
--Borrower
Social Security Number _____

STATE OF WYOMING,

Sweetwater County ss:

The foregoing instrument was acknowledged before me this 14 day of November, 1996, by

STEVE DENNIS SMITH and DEBORAH LYNN SMITH, husband and wife
(person(s) acknowledging)

My Commission expires: 09-27-99

DEBRA S. HA[illegible] - NOTARY PUBLIC
COUNTY OF SWEETWATER
STATE OF WYOMING
MY COMMISSION EXPIRES 09-27-99

_____
Notary Public

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6046

SECOND HOME RIDER

THIS SECOND HOME RIDER is made on this 14th day of November, 19 96, 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 First Security Bank of Wyoming (the "Lender") of the same date and covering the property described in the Security Instrument (the "Property"), which is located at:

18 SLED RUNNER ROAD, 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.

STEVE DENNIS SMITH (Seal) Borrower

DEBORAH LYNN SMITH (Seal) Borrower

(Seal) Borrower

(Seal) Borrower

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the First Security Bank of Wyoming, a corporation organized and existing under the state of Wyoming, the mortgagee named in that certain mortgage hereinafter described, does hereby transfer, assign, set over and convey all of its right, title and interest in and to said mortgage, which was given to said mortgagee by Steve Dennis Smith and Deborah Lynn Smith, Husband and Wife, and appears recorded in book 160 of mortgages, beginning on page 640 in the office of the County Clerk of Sublette County, Wyoming, and which covers property described as follows:

LOT 18 OF THE HIGHLAND VIEW ESTATES, SUBLETTE COUNTY, WYOMING.

Together with the note or notes secured thereby, to the **FIRST SECURITY BANK, N.A.**, 405 South Main, Salt Lake City, UT 84157 its successors and assigns, subject however, to all of the agreements, conditions, covenants and stipulations therein contained, as well as all rights of redemption provided by law.

Dated this 14th day of November, 1996.

FIRST SECURITY BANK OF WYOMING,

BY: _____
Val Wilcox
Vice President

ATTEST: _____
Lisa M. Marchetti
Mortgage Lender

STATE OF WYOMING
COUNTY OF SWEETWATER

The foregoing instrument was acknowledged before me by Val Wilcox this 14th day of November, 1996.

Witness my hand and official seal.

_____
Notary Public

My Commission expires: 09-27-99

DEBRA S. HAWKINS - NOTARY PUBLIC
COUNTY OF SWEETWATER
STATE OF WYOMING
09-27-99

259677

RECORDED Nov. 18 1996 11:25AM
IN BOOK 160 mtgs PAGE 640
FEES $ 6.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

648

Rlsd. BK 18 PG 692
12/26/97

This document is refiled to correct the name and address of the mortgagee in Paragraph 10.

259701

RECORDED Nov. 19 1996 M 11:20A
IN BOOK 66 mtg. PAGE 648
FEES $ 18.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

MORTGAGE

THIS MORTGAGE is executed and delivered effective the 18 day of June, 1996, between Betty J. Gifford, a married woman, (hereinafter referred to as Mortgagor) and Snake River Mortgage Services, of Teton County, Wyoming (hereinafter referred to as "Mortgagee").

Mortgagor, to secure the payment of the sum of Eighty Thousand and no/100 Dollars ($80,000.00), together with interest thereon as set forth in a promissory note of even date herewith, DOES HEREBY MORTGAGE to the Mortgagee the following described real properties situated in Sublette County, Wyoming:

Lot 4 of the Mountain View Ranches Subdivision, Sublette County, Wyoming

Lot 8 of the Mountain View Ranches Subdivision, Sublette County, Wyoming.

Including and together with all improvements and appurtenances thereon and thereunto belonging, but subject to taxes, assessments, reservations, restrictions, encroachments, covenants, conditions, rights-of-way and easements of sight and record, if any.

This mortgage is subject to the express condition that if the mortgagee is paid the sum of Eighty Thousand and no/100 Dollars ($80,000.00), together with interest thereon according to the terms and conditions of a promissory note of even date herewith, the ultimate maturity date of which is April 1, 1997 then this mortgage and said note shall cease and be null and void.

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

Mortgagor further covenants and agrees as follows:

257687

RECORDED June 24 1996 3:40 PM
IN BOOK 65 mtg. PAGE 340
FEES $ 18.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

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 properties.

3. Mortgagor shall not commit or permit waste and will do nothing on or in connection with said properties which may impair the security of the mortgagees hereunder. Mortgagor shall not permit said properties or any part thereof to be levied upon or attached in any legal or equitable proceeding, except to the extent that such levy or attachment is being contested in good faith by appropriate proceedings. Mortgagor agrees to pay in full the amount of any such levy or attachment within ten (10) days after any final judgment thereon has been entered.

4. If mortgagor defaults in the payment of the taxes, assessments, or other lawful charges, the mortgagee may, without notice or demand pay the same, and all sums so paid shall be added to the principal sum of the mortgage debt. Any sums so paid shall draw interest at the rate of fifteen percent (15%) per annum.

5. If the mortgagor defaults in the payment of the indebtedness hereby secured or of any part of any installment of principal or interest or in case of breach of any covenant or agreement herein contained, which default is not remedied within thirty (30) days after written notice thereof is mailed to mortgagor by or on behalf of the Mortgagee, the whole of the then indebtedness secured hereby, both principal and interest together with all sums payable pursuant to the provisions hereof shall, at the option of the Mortgagee becomes 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 defaults. 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 authorized by Wyoming statute, 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's 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 first, the attorney's fee and all monies expended or advanced by the mortgagees pursuant to the provisions of this mortgage; second, all unpaid taxes assessments, claims and liens on said property which are superior to the lien hereof; third, the balance due mortgagees on account of principal and interest on the indebtedness hereby secured; and the surplus, if any, shall be paid to the mortgagor. In the event that mortgagee is required to pay any part or all of the amounts due under the first mortgage to which this mortgage is junior, all such amounts shall be paid before the net proceeds of sale are disbursed as provided above.

6. 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 occurring 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 mortgagees on request.

On refusal the delivery of such possession, rents, issues and profits may be enforced by the mortgagees 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 expenses. Such receiver may be appointed by any court of

competent jurisdiction upon ex parte application notice being hereby expressly waived and the appointment of any such receiver on any such application without notice, is hereby consented to by the mortgagors. 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.

7. If either property described herein is sold under foreclosure, and the proceeds are insufficient to pay the total indebtedness hereby secured, the mortgagor shall be personally bound to pay the unpaid balance and the mortgagee shall be entitled to a deficiency judgment.

8. Mortgagor shall not sell or transfer either property as long as any amount remains unpaid hereunder without the written consent of mortgagees first had and obtained, which consent shall not be unreasonably withheld. In the event of any such sale or transfer without such consent, mortgagor shall remain fully liable hereunder, and mortgagee, at mortgagees' election, may declare the entire principal balance and all accrued interest thereon immediately due and owing together with all applicable charges according to the terms of the promissory note secured hereby, and may proceed to collect the same in any manner provided by law or by the terms hereof. Mortgagor agrees to give mortgagee prior written notice of any proposed sale, conveyance or other transfer of the property subject to this mortgage. If mortgagee gives consent to any such transfer, then mortgagee may insist upon the following as a condition to such consent:

A. The continuing liability of mortgagor under the promissory note and this mortgage;

B. Satisfactory evidence of the ability and financial capacity of the assignee or transferee to make required payment and otherwise perform under the note and this mortgage;

C. Approval of the terms and conditions of all of the instruments proposed in connection with such sale, conveyance or transfer;

D. The payment by mortgagor of reasonable expenses incurred by mortgagees in reviewing the information and materials submitted by mortgagor regarding the determination set forth above, including reasonable attorney's fees incurred by mortgagee.

9. The acceptance of this mortgage and the note it secures by the mortgagee shall be an acceptance of the terms and conditions contained therein.

10. Any notice required to be given to any person hereunder, or under the terms of the promissory note secured hereby, shall be deemed to have been given when personally delivered or when deposited in the United States mail, postage prepaid, and addressed as follows:

If to Mortgagor:
Betty J. Gifford
P. O. Box 4353
Jackson, WY 83001

If to Mortgagee:
Mary C. Erbe, Trustee
P. O. Box 1242
Jackson, WY 83001

If to Mortgagee;
Snake River Mortgage Services
Box 3675
Jackson, WY 83001

or to such other address as shall be specified in writing from time to time in accordance with the provisions hereof. Any notice so mailed shall for all purposes hereof be deemed to have been personally served upon such party on the date when such notice is deposited in the United States mail.

11. As collateral and further security for the payment of the indebtedness hereby secured, mortgagors shall keep any

improvements now existing or hereafter erected on said premises insured against loss by fire, with extended coverage provisions, in an amount at least equal to the replacement cost of said improvements, and will pay when due all premiums on such insurance. All such insurance shall have attached thereto loss payable clauses in favor of the mortgagor and mortgagee as their interests may appear. The insurance proceeds or any part thereof, shall, at the option of the mortgagor, be applied either to the reconstruction of improvements on the property or to the payment of the indebtedness hereby secured.

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

Ralph Gifford is executing this mortgage solely to waive his rights under the hometead exemption laws of the State of Wyoming.

IN WITNESS WHEREOF, this mortgage has been executed effective on the date first above written.

Ralph Gifford

Betty J. Gifford, aka Betty Gifford

STATE OF WYOMING

COUNTY OF TETON

The foregoing mortgage was acknowledged before me by Ralph Gifford and Betty J. Gifford this 18 day of June, 1996.

Witness my hand and official seal.

JEANNIE A. CARLSON NOTARY PUBLIC TETON COUNTY, WYOMING Exp 11/2/99

Notary Public

[redacted]

KeyBank

Key Bank of Wyoming
BIG PINEY CENTER
440 BUDD AVE.
BIG PINEY, WY 83113
307-276-3961 (Lender)

[redacted]

259725

[redacted]

RECORDED November 20 19[redacted] 1:35A 1
BOOK 66 MTG 655
FEES $ 14.00 Mary L. Lyttle CITY CLERK
SUBLETTE COUNTY PINEDALE WYOMING
by Bethany A. Bonis

HOME EQUITY LINE MORTGAGE

BORROWER	MORTGAGOR
JERRY F AHRNDT PAULA D AHRNDT	JERRY F AHRNDT PAULA D AHRNDT , HUSBAND AND WIFE
ADDRESS P.O. BOX 578 PINEDALE, WY 82941	ADDRESS P.O. BOX 578 PINEDALE, WY 82941
TELEPHONE NO. 307-537-5278	TELEPHONE NO. 307-537-5278
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	$25,000.00	11/05/96	11/05/26	963031755100	

(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; and

(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 represe[illegible] 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 Mo[illegible]ge 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.

Released BK 18 Pg 634 655

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.

[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 a[illegible]quest by Lender, Mortgagor shall deliver to Lender, or any intended transferee of Lender's rights with respect to the Obligations, a signed and ackn[illegible]ed statement specifying (a) the outstanding balance on the Obligations; and (b) whether Mortgagor possesses any claims, defenses, set-offs or c[illegible]claims with respect to the Obligations and, if so, the nature or such claims, defenses, set-offs or counterclaims. Mortgagor will be conclusively [illegible] 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 [illegible]ested 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) commits fraud or makes a material misrepresentation at any time in connection with the Obligations or this Mortgage, including, but not limited to, false statements made by Mortgagor about Mortgagor's income, assets, or any other aspects of Mortgagor's financial condition;
(b) fails to meet the repayment terms of the Obligations; or
(c) violates or fails to comply with a covenant contained in this Mortgage which adversely affects the Property or Lender's rights in the Property, including, but not limited to, transferring title to or selling the Property without Lender's consent, failing to maintain insurance or to pay taxes on the Property, allowing a lien senior to Lender's to result on the Property without Lender's written consent, allowing the taking of the Property through eminent domain, allowing the Property to be foreclosed by a lienholder other than Lender, committing waste of the Property, using the Property in a manner which would be destructive to the Property, or using the Property in an illegal manner which may subject the Property to seizure or confiscation.

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 AND ATTORNEYS' FEES. Upon default by borrower or Mortgagor under the Obligations and referral of this Mortgage to an attorney who is not a salaried employee of Lender, Mortgagor agrees to pay Lenders reasonable attorneys' fees. Additionally, Mortgagor agrees to pay all reasonable expenses incurred by Lender in foreclosing and realizing on the Property.

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.

Spouse of Grantor upon the consideration aforesaid, does hereby release and forever quit-claim unto Lender, as Mortgagee, all his/her rights of homestead in and to the above granted 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 NOVEMBER, 1996

MORTGAGOR: JERRY F AHRNDT

JERRY F AHRNDT

MORTGAGOR:

MORTGAGOR:

MORTGAGOR: PAULA D AHRNDT

PAULA D AHRNDT

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

STATE OF WYOMIN[redacted])
) ss:
COUNTY OF Wyoming)

On this 5th day of November, 1996, before me personally appeared Jerry F Ahrndt and Paula D Ahrndt 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 5th day of November, 1996.

(SEAL)

KAREN S. WENZ - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Jan. 2, 2000

Karen S Wenz
Notary Public

My Commission Expires:
Jan 2. 2000

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 _____)

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 6, BLOCK 8 OF THE BARGER SUBDIVISION, THIRD FILING, SUBLETTE COUNTY, WYOMING

SCHEDULE B

AFTER RECORDING RETURN TO LENDER AT ITS ADDRESS DESCRIBED ABOVE.

660 Rlsd. BK 18 pg. 644 11/12/97

259726

RECOF ED November 20 1996 11:35AM
IN BOOK 66 MTG PAGE 660.
FEES $ 18.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
by Bethany A. Bonis

MORTGAGE

THIS MORTGAGE is executed and delivered effective the 18 day of November, 1996, between Betty J. Gifford, a married woman, (hereinafter referred to as Mortgagor) and Snake River Mortgage Services of Teton County, Wyoming (hereinafter referred to as "Mortgagee").

Mortgagor, to secure the payment of the sum of Ten Thousand and no/100 Dollars ($10,000.00), together with interest thereon as set forth in a promissory note of even date herewith, DOES HEREBY MORTGAGE to the Mortgagee the following described real properties situated in Sublette County, Wyoming:

Lot 4 of the Mountain View Ranches Subdivision, Sublette County, Wyoming

Lot 8 of the Mountain View Ranches Subdivision, Sublette County, Wyoming.

Including and together with all improvements and appurtenances thereon and thereunto belonging, but subject to taxes, assessments, reservations, restrictions, encroachments, covenants, conditions, rights-of-way and easements of sight and record, if any.

This mortgage is subject to the express condition that if the mortgagee is paid the sum of Ten Thousand and no/100 Dollars ($10,000.00), together with interest thereon according to the terms and conditions of a promissory note of even date herewith, the ultimate maturity date of which is April 1, 1997 then this mortgage and said note shall cease and be null and void.

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

Mortgagor further covenants and agrees 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 properties.

3. Mortgagor shall not commit or permit waste and will do nothing on or in connection with said properties which may impair the security of the mortgagees hereunder. Mortgagor shall not permit said properties or any part thereof to be levied upon or attached in any legal or equitable proceeding, except to the extent that such levy or attachment is being contested in good faith by appropriate proceedings. Mortgagor agrees to pay in full the amount of any such levy or attachment within ten (10) days after any final judgment thereon has been entered.

4. If mortgagor defaults in the payment of the taxes, assessments, or other lawful charges, the mortgagee may, without notice or demand pay the same, and all sums so paid shall be added to the principal sum of the mortgage debt. Any sums so paid shall draw interest at the rate of fifteen percent (15%) per annum.

5. If the mortgagor defaults in the payment of the indebtedness hereby secured or of any part of any installment of principal or interest or in case of breach of any covenant or agreement herein contained, which default is not remedied within thirty (30) days after written notice thereof is mailed to mortgagor by or on behalf of the Mortgagee, the whole of the then indebtedness secured hereby, both principal and interest together with all 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 defaults. 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 authorized by Wyoming statute, 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's 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 first, the costs of foreclosure including the attorney's fee and all monies expended or advanced by the mortgagees pursuant to the provisions of this mortgage; second, all unpaid taxes, assessments, claims and liens on said property which are superior to the lien hereof; third, the balance due mortgagees on account of principal and interest on the indebtedness hereby secured; and the surplus, if any, shall be paid to the mortgagor. In the event that mortgagee is required to pay any part or all of the amounts due under the first mortgage to which this mortgage is junior, all such amounts shall be paid before the net proceeds of sale are disbursed as provided above.

6. 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 occurring 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 mortgagees on request.

On refusal the delivery of such possession, rents, issues and profits may be enforced by the mortgagees 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 expenses. Such receiver may be appointed by any court of

competent jurisdiction upon ex parte application notice being hereby expressly waived and the appointment of any such receiver on any such application without notice, is hereby consented to by the mortgagors. 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.

7. If either property described herein is sold under foreclosure, and the proceeds are insufficient to pay the total indebtedness hereby secured, the mortgagor shall be personally bound to pay the unpaid balance and the mortgagee shall be entitled to a deficiency judgment.

8. Mortgagor shall not sell or transfer either property as long as any amount remains unpaid hereunder without the written consent of mortgagees first had and obtained, which consent shall not be unreasonably withheld. In the event of any such sale or transfer without such consent, mortgagor shall remain fully liable hereunder, and mortgagee, at mortgagees' election, may declare the entire principal balance and all accrued interest thereon immediately due and owing together with all applicable charges according to the terms of the promissory note secured hereby, and may proceed to collect the same in any manner provided by law or by the terms hereof. Mortgagor agrees to give mortgagee prior written notice of any proposed sale, conveyance or other transfer of the property subject to this mortgage. If mortgagee gives consent to any such transfer, then mortgagee may insist upon the following as a condition to such consent:

A. The continuing liability of mortgagor under the promissory note and this mortgage;

B. Satisfactory evidence of the ability and financial capacity of the assignee or transferee to make required payment and otherwise perform under the note and this mortgage;

C. Approval of the terms and conditions of all of the instruments proposed in connection with such sale, conveyance or transfer;

D. The payment by mortgagor of reasonable expenses incurred by mortgagees in reviewing the information and materials submitted by mortgagor regarding the determination set forth above, including reasonable attorney's fees incurred by mortgagee.

9. The acceptance of this mortgage and the note it secures by the mortgagee shall be an acceptance of the terms and conditions contained therein.

10. Any notice required to be given to any person hereunder, or under the terms of the promissory note secured hereby, shall be deemed to have been given when personally delivered or when deposited in the United States mail, postage prepaid, and addressed as follows:

If to Mortgagor:
Betty J. Gifford
P. O. Box 4353
Jackson, WY 83001

If to Mortgagee:
Snake River Mortgage Services
P. O. Box 3675
Jackson, WY 83001

or to such other address as shall be specified in writing from time to time in accordance with the provisions hereof. Any notice so mailed shall for all purposes hereof be deemed to have been personally served upon such party on the date when such notice is deposited in the United States mail.

11. As collateral and further security for the payment of the indebtedness hereby secured, mortgagors shall keep any

improvements now existing or hereafter erected on said premises insured against loss by fire, with extended coverage provisions, in an amount at least equal to the replacement cost of said improvements, or the unpaid principal balance of the debt secured hereby, whichever is less and will pay when due all premiums on such insurance. All such insurance shall have attached thereto loss payable clauses in favor of the mortgagor and mortgagee as their interests may appear. The insurance proceeds or any part thereof, shall, at the option of the mortgagor, be applied either to the reconstruction of improvements on the property or to the payment of the indebtedness hereby secured.

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

Ralph Gifford is executing this mortgage solely to waive his rights under the hometead exemption laws of the State of Wyoming.

IN WITNESS WHEREOF, this mortgage has been executed effective on the date first above written.

x Ralph Gifford
Ralph Gifford

x Betty Gifford x Betty J Gifford
Betty J. Gifford, aka Betty Gifford

STATE OF WYOMING

COUNTY OF TETON

The foregoing mortgage was acknowledged before me by Ralph Gifford and Betty J. Gifford, aka Betty Gifford this 18th day of November, 1996.

Witness my hand and official seal.

JEANNIE A. CARLSON NOTARY Exp. 11/21/99 PUBLIC TETON COUNTY, WYOMING

Jeannie A. Carlson
Notary Public

REAL ESTATE MORTGAGE DEED WITH RELEASE OF HOMESTEAD

ACCOUNT NUMBER: 595701838

MORTGAGOR(S):

LAST NAME	FIRST	INITIAL	SPOUSE'S NAME
SLOAN JR	JOHN	S	DEE ANN WEEKS

MAILING ADDRESS (STREET)	CITY	STATE	ZIP
P.O. BOX 1513	PINEDALE	WY	82941

MORTGAGEE:
OF ITS SUCCESSORS OR ASSIGNS
AVCO FINANCIAL SERVICES
OF CHEYENNE, INC.
1895 DEWAR DRIVE
ROCK SPRINGS 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:

LOT 5 OF THE AIRPORT SUBDIVISION, SUBLETTE COUNTY, WYOMING

259728

RECORDED November 20 1996 2:15 PM
IN BOOK 166 MISC PAGE 667
FEES $8.00 Mary L. Lee COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
by Bethany A. Boris

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 11-14-96, herewith executed by Mortgagor and payable to Mortgagee, in the principal sum of $ 10,735.30 ; (3) Payment of any additional advances, with interest thereon, as may hereafter be loaned by Mortgagee to Mortgagor in a maximum amount of $ 10,735.30 ; (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 that the Holder has or may have.

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(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.

11-14-96
DATE OF MORTGAGE

WITNESS the hand and seal of the Mortgagor, the day and year first written.

* Kimberly Call (SEAL)
KIMBERLY CALL (Witness)

* Kimberly Call (SEAL)
KIMBERLY CALL (Witness)

* John S Sloan Jr. (SEAL)
JOHN S SLOAN JR. (Mortgagor)

* Dee Ann Weeks (SEAL)
DEE ANN WEEKS (Mortgagor)

* Please type or print name under signatures.

STATE OF WYOMING
COUNTY OF Sweetwater } ss:

I, B R Dhamers, aforesaid, Do hereby Certify That John S & Dee Ann Weeks, a notary public, in and for the county and State and whose names are As Single Persons, his/her spouse, personally known to me to be the same persons in person and acknowledged that they subscribed to the foregoing instrument, appeared before me this day 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 19 day November, A.D. 1996

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
} ss.
County,

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 $
Paid this day of
No.

Fee $
, 19

County Clerk, and Ex-Officio Register of Deeds

By
Deputy Clerk

KeyBank

Key Bank of Wyoming
BIG PINEY BRANCH
440 BUDD AVE
BIG PINEY, WY 83113
(307)276-3961 (Lender)

MORTGAGE

259744

RECORDED Nov. 21 1996 M 10:15A
IN BOOK Mtgs. PAGE 669
FEES $ N.C.
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sorton

BORROWER	MORTGAGOR
RONALD E. KRAUSE, JR.	RONALD E. KRAUSE, JR.
ADDRESS: PO BOX 774, BIG PINEY, WY 83113	ADDRESS: PO BOX 774, BIG PINEY, WY 83113
TELEPHONE NO.: (307)2765411	TELEPHONE NO.: (307)2765411
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	$35,290.00	11/18/96	11/15/01	963171155590	001000003361203

(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. RCK

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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 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.

[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 AND ATTORNEYS' FEES. Upon default by borrower or Mortgagor under the Obligations and referral of this Mortgage to an attorney who is not a salaried employee of Lender, Mortgagor agrees to pay Lenders reasonable attorneys' fees. Additionally, Mortgagor agrees to pay all reasonable expenses incurred by Lender in foreclosing and realizing on the Property.

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 18TH day of NOVEMBER, 1996

MORTGAGOR: **RONALD E. KRAUSE, JR.**

Ronald E. Krause Jr.

RONALD E. KRAUSE, JR.

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

STATE OF WYOMI[redacted]

COUNTY OF Sublette)
) ss:
On this 18th day of Novembe, 1996, before me personally appeared Ronald E Krause Jr.
described in and who executed the executed the foregoing instrument, and acknowledged that he to me known to be the person(s) executed the same as his free act and deed, including the release and waiver of the right of homestead.
Given under my hand and notarial seal this 18th day of November, 1996

KAREN S. WENZ - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Jan. 2, 2000

(SEAL)

My Commission Expires: Jan

Karen S Wenz
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
the above signed person(s) acknowledged the execution of said instrument to be the free act and deed of said , and
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
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

THE NE1/4SE1/4NE1/4 OF SECTION 25, T37N, R110W, 6TH P.M., SUBLETTE COUNTY, WYOMING

SCHEDULE B

NONE

AFTER RECORDING RETURN TO LENDER AT ITS ADDRESS DESCRIBED ABOVE.

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the AMERICAN NATIONAL BANK OF ROCK SPRINGS, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, the mortgagee named in that certain mortgage hereinafter described, does hereby transfer, assign, and set over and convey all of its right, title and interest in and to said mortgage, which was given to said mortgagee CURTIS LEE SIMKINS AND PATTY SIMKINS, HUSBAND AND WIFE, and appears recorded in book 64 of mortgages, beginning on page 588 in the officer of the County Clerk of SWEETWATER COUNTY, WYOMING, and which covers property described as follows:

That portion of the SW¼SE¼ of Section 26, Township 37 North, Range 110 West of the 6th P.M., Sublette County, Wyoming, located easterly of the East right of way or boundary line of Wyoming State Highway 352 more particularly shown in that certain plat filed on July 28, 1983 in Book 61 of Misc., Page 648, in the office of the County Clerk, Sublette County, Wyoming.

together with the note or notes secured thereby, to First State Bank of Maple Park, P. O. Box 289, Maple Park, IL 60151, it's successor 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 17th day of April, 1996.

(SEAL)

By: Shauna K. Faler
Vice President

Attest: Stella Miller
Officer

State of Wyoming)

County of Sweetwater)

259745

RECORDED Nov. 21 1996 M 10:15a
IN BOOK 406 mtg. PAGE 674
FEES $6.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cath Saxton

The foregoing instrument was acknowledged before me by Shauna K. Faler, this 17th day of April, 1996.

Witness my hand and official seal.

My commission expires: 08/27/98

PHYLLIS JOHNSON - NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES AUGUST 27, 1998

Notary

MORTGAGOR	MORTGAGEE
RYEGRASS [redacted] AL LLC., A WY LIMITED LIABILITY COMPANY PO BOX 1027 JACKSON, WY 83001 "I" includes each mortgagor above.	[redacted]E JACKSON STATE BANK P.O. BOX 1788 JACKSON, WY 83001 "You" means the mortgagee, its successors and assigns.

REAL ESTATE MORTGAGE: For value received, I, RYEGRASS CAPITAL LLC., A WY LIMITED LIABILITY COMPANY, mortgage, grant and convey to you, with power of sale, on NOVEMBER 20, 1996, 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: RYEGRASS RANCH (Street), DANIEL (City), Wyoming 83115 (Zip Code)

LEGAL DESCRIPTION:

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF.

259750

RECORDED November 21 96 1:45P
BOOK 166 MISC PAGE 675
$ 10.00 Mary L. Lythgoe COUNTY CLERK
PINEDALE WYOMING
by Bethany A. Boris

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 #28108 DATED 11/20/96

The above obligation is due and payable on DECEMBER 1, 1997 if not paid earlier.

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of $2,500,000.00 * * * * * * * * * Dollars ($ 2,500,000.00), 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.

RYEGRASS CAPITAL LLC., A WY LIMITED LIABILITY COMPANY

BY: _____
KAREN TERRA, MANAGER

CORA CAPITAL LLC., A WY LIMITED LIABILITY COMPANY

BY: _____
RON D. SAYPOL, MANAGER

ACKNOWLEDGMENT: STATE OF WYOMING, County of _____) ss:

Individual or Corporation with Seal

The foregoing instrument was acknowledged before me by KAREN TERRA, MANAGER AND RON D SAYPOL, MANAGER this 20th day of November, 1996.

Corporation with no Seal

The foregoing instrument was acknowledged before me by _____ this _____ day of _____, a corporation, has no corporate seal.

STACEY M. DIECKMAN - NOTARY PUBLIC
County of Teton State of Wyoming
My Commission Expires June 17, 2000

Witness my hand and official seal.

Stacey M. Dieckmann
(Notary Public)

My commission expires: 6-17-2000

Rlsd. BK18 pg 587 9/5/97

pH Rel. BK 18 pg 445 5/1/97

675

pH Rel. BK 18 pg 560 9/15/97

pH Rel. BK18 PG 582
WYOMING 9/3/97

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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. I will promptly furnish 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.

EXHIBIT A

TOWNSHIP 33 NORTH, RANGE 112 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 17:	All
Section 18:	Lots 3 (NW¼SW¼) and 4 (SW¼SW¼), NE¼NE¼, S½NE¼, SE¼, SE¼SW¼
Section 19:	Lot 1 (NW¼NW¼), N½NE¼, NE¼NW¼
Section 20:	NE¼, N½NW¼, SE¼NW¼, NE¼SE¼, S½S½
Section 21:	S½N½, NW¼NW¼, S½
Section 22:	SW¼SE¼, SW¼
Section 27:	N½NW¼
Section 28:	N½N½
Section 29:	N½N½

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

Section 11:	S¼NE¼, SE¼
Section 12:	S½SW¼NW¼, S½SE¼, NW¼SW¼, SE¼SW¼, SW¼SW¼
Section 13:	N½, SE¼, E½SW¼
Section 14:	E½NE¼; That part of the NW¼NE¼ of Section 14, T33N, R113W, Sublette County, Wyoming, described as follows:

Beginning at the northeast corner of said NW¼NE¼; thence S89°-28.5'W, 1239.33 feet along the north line of said NW¼NE¼ to a corner N89°-28.5'E, 80.00 feet from the northwest corner of said NW¼NE¼; thence continuing S89°-28.5'W, 2.30 feet along said north line to a point under an existing 5-wire, barbed wire fence; thence coursing the said fence as follows: thence S18°-16.4'W, 9.02 feet to a point; thence S85°10.1'E, 59.13 feet to a point; thence S86°-30.2'E, 222.13 feet to a point; thence S82°-58.5'E, 112.40 feet to a point; thence S86°-22.3'E, 612.29 feet to a point; thence S54°-48.1'E, 295 feet, more or less, to an intersection with the east line of said NW¼NE¼ and leave said fence; thence N00°-01.0'W, 261 feet, more or less, along said east line to the corner of beginning.

Section 24:	NE¼NE¼, NW¼NE¼, NE¼NW¼

678 Rlsd. Bk 18 pg. 656 11/26/97

MORTGAGE DEED WITH RELEASE OF HOMESTEAD

WILLIAM W. BELVEAL and **LUCILLE M. BELVEAL,** husband and wife, mortgagors, of P.O. Box 1362, Pinedale, WY 82941, to secure the payment of Forty Thousand and NO/100 ($40,000.00) Dollars, payable in one payment of $44,400.00, which includes interest at the rate of 11% per annum from 11/14/96; said payment is due on or before 11/14/97, as evidenced by one Promissory Note of even date herewith, and to secure the repayment of any Future Advances and interest thereon as described below, 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 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 said 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.
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.

259770

RECORDED Nov. 22, 1996 12:40p
IN BOOK 146 Mtg PAGE 678
FEES $ 10.00
SUBLETTE CO.
COUNTY CLERK
PINEDALE WYOMING
by Cathy Saxton

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. 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.

Upon request of mortgagors, mortgagee, at mortgagee's option, may make Future Advances to Mortgagor. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by Promissory Notes stating that said notes are secured hereby.

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

DATED this 15TH day of NOVEMBER, 1996.

William W Belveal
WILLIAM W. BELVEAL

Lucille M Belveal
LUCILLE M. BELVEAL

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing **Mortgage Deed With Release Of Homestead** was acknowledged before me by WILLIAM W. BELVEAL and LUCILLE M. BELVEAL, this 15th day of November, 1996.

Witness my hand and official seal.

Susan Gulbrandson
NOTARY PUBLIC

My Commission Expires: 2/21/1999

SUSAN GULBRANDSON NOTARY PUBLIC COUNTY, WYOMING

Susan Gulbrandson Notary Public
County of
Sublette
My Commission Expires:

Susan Gulbrandson
County of
Sublette
My Commission Expires:
Notary Public
State of
Wyoming
Feb. 21, 1999

RECORDAT[redacted]QUESTED BY:

First National Bank–Kemmerer
716 Pine Avenue
Kemmerer, WY 83101

WHEN RECORDED MAIL TO:

First National Bank–Kemmerer
716 Pine Avenue
Kemmerer, WY 83101

SEND TAX NOTICES TO:

James Don Bennett and Ann Kominsky–Bennett
#1 Frontage Road
Boulder, WY 82923

259787

[redacted] Nov 22 1996 4:55 p1
[redacted] Volume B-1 [redacted] 681
[redacted] 1400 Mun[redacted] COUNTY CLERK
[redacted]LETE COUNTY, PINEDALE WYOMING
By Cath Gordon

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

CONSTRUCTION MORTGAGE

THIS MORTGAGE IS DATED NOVEMBER 4, 1996, between James Don Bennett and Ann Kominsky–Bennett, husband and wife, whose address is #1 Frontage Road, Boulder, WY 82923 (referred to below as "Grantor"); and First National Bank–Kemmerer, whose address is 716 Pine Avenue, Kemmerer, WY 83101 (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"):**

A tract of land located in the SW1/4SE1/4,SE1/4SE1/4 of Section 23, and the NE1/4NE1/4 of Section 26, Township 32 North, Range 107 West of the 6th P.M., Sublette County, Wyoming, lying northerly and easterly of the centerline of Wyoming State Highway No. 353, and being more particularly described as follows:

Beginning at the northwest corner of said SE1/4SE1/4 of Section 23 (SE1/16); thence N.89 52'33"E., a distance of 1319.63 feet to the northeast corner of said SE1/4SE1/4 of Section 23; thence S.00 06'18E., a distance of 1326.06 feet to the southeast corner of said Section 23; thence southerly along the east line of said NE1/4NE1/4 of Section 26, a distance of 1190.44 feet, more or less, to a point of intersection with the centerline of said Wyoming State Highway No. 353, said point being on a curve to the left with a delta of 26 45'57" and a radius of 1432.39 feet; thence along said curve a distance of 669.15 feet to the point of tangency; thence continuing along said centerline N.32 49'52"W., a distance of 1969.63 feet to the point of curvature of a curve to the left with a delta of 8 47'22" and a radius of 1909.86 feet; thence along said curve a distance of 292.98 feet to a point of intersection with the north line of said SW1/4SE1/4 of Section 23; thence N.89 52'33"E., along said north line, a distance of 143.65 feet to the point of beginning.

The Real Property or its address is commonly known as #1 Frontage Road, Boulder, WY 82923.

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.

Grantor. The word "Grantor" means **James Don Bennett and Ann Kominsky–Bennett.** 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, 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 First National Bank–Kemmerer, 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 November 4, 1996, **in the original principal amount of $198,900.00** 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. The maturity date of this Mortgage is May 3, 1997.

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, environmental 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:

Rlsd. Bk AB Rel. Pg 407 9/14/97 6E1

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, 42 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, about or from 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 on, under, about or from the Property 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, about or from 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 and hazardous substances. 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.

CONSTRUCTION LOAN. If some or all of the proceeds of the loan creating the Indebtedness are to be used to construct or complete construction of any Improvements on the Property, the Improvements shall be completed no later than the maturity date of the Note (or such earlier date as Lender may reasonably establish) and Grantor shall pay in full all costs and expenses in connection with the work. Lender, at its option, may disburse loan proceeds under such terms and conditions as Lender may deem necessary to insure that the interest created by this Mortgage shall have priority over all possible liens, including those of material suppliers and workmen. Lender may require, among other things, that disbursement requests be supported by receipted bills, expense affidavits, waivers of liens, construction progress reports, and such other documentation as Lender may reasonably request.

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, 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. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. 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 for the full unpaid principal balance of the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Applicat[redacted]ds. Grantor shall promptly notify Lende[redacted] damage to the Property. Lender may [redacted] loss if Grantor fails to [redacted] ween (15) days of the casualty. Whether [redacted]er's security is impaired. Lender may, at its e[redacted]ly 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.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage, 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 provided for in 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 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.

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 as first and prior liens 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 of Grantor to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related Documents.

False Statements. 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 false or misleading in any material respect, either now or at the time made or furnished.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

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.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. 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.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith deems itself insecure.

Right to Cure. 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.

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 rate provided for in the Note. 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, may be be sent by telefacsimilie, 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, certified or 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 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 _____
James Don Bennett

X _____
Ann Kominsky–Bennett

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Wyoming)
) **SS**
COUNTY OF Lincoln)

On this day before me, the undersigned Notary Public, personally appeared **James Don Bennett and Ann Kominsky–Bennett**, 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 05th **day of** November, **19** 96.

By _____ **Residing at** Lincoln County

Notary Public in and for the State of Wyoming **My commission expires** May 9, 1998

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Teresa A. Frommel
County of
Lincoln
My Commission Expires May 9, 1998

6Ele

Rpd. Bk 18 pg. 510 6/24/97

CLARENCE S. STOLTZFUS P.O. BOX 1359 PINEDALE, WY 82941-1359 **MORTGAGOR** "I" includes each mortgagor above.	THE BANK OF JACKSON HOLE P.O. BOX 7000, 990 W. BROADWAY JACKSON, WY 83002 **MORTGAGEE** "You" means the mortgagee, its successors and assigns.

CONSTRUCTION

REAL ESTATE MORTGAGE: For value received, I, CLARENCE S. STOLTZFUS, A SINGLE PERSON, mortgage, grant and convey to you, with power of sale, on NOVEMBER 20, 1996, 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: SOUTH TYLER STREET (Street), PINEDALE (City), Wyoming 82941-1359 (Zip Code)

LEGAL DESCRIPTION:

THE EAST 110 FEET OF LOTS 6, 7 AND 8 OF THE COOLEY THIRD ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING

259792

RECORDED Nov. 25, 1996 11:00A
BOOK 666 mtg & L PAGE 686
FEE $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Jackson

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 NOVEMBER 20, 1996 IN THE AMOUNT OF $122,500.00

The above obligation is due and payable on MAY 20, 1997 if not paid earlier.

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of $122,500.00 * * * * * * * * Dollars ($ 122,500.00), 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 Clarence S. Stoltzfus by
CLARENCE S. STOLTZFUS
Thomas C. Murdock - his attorney-in-fact

ACKNOWLEDGMENT: STATE OF WYOMING, County of _____ } ss:

Individual or Corporation with Seal

The foregoing instrument was acknowledged before me by CLARENCE S. STOLTZFUS, A SINGLE PERSON by Thomas C. Murdock, Attorney in fact this 20th day of December, 1996.

The foregoing instrument was acknowledged before me by _____ this _____ day of _____, a corporation, has no corporate seal.

SALLY B. TIMMERMEYER - NOTARY PUBLIC
Seal County of Teton State of Wyoming
My Commission Expires June 25, 1997

Witness my hand and official seal.

My commission expires: 6/25/97

Sally B. Timmermeyer
(Notary Public)

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WYOMING

[redacted] CO[redacted] [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 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.

_____ _____

688

Rlsd BK 19 Rel pg 374 11-9-98

JOHN P. HANSON P. O. BOX 4010 MARBLETON, WY 83113 **MORTGAGOR** "I" includes each mortgagor above.	FIRST NATIONAL BANK OF PINEDALE 61 EAST PINE ST. PO BOX 519 PINEDALE, WY 82941 **MORTGAGEE** "You" means the mortgagee, its successors and assigns.

REAL ESTATE MORTGAGE: For value received, I, JOHN P. HANSON, A SINGLE PERSON, mortgage, grant and convey to you, with power of sale, on NOVEMBER 22, 1996, 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: 146 N. FRONT STREET (Street), BIG PINEY (City), Wyoming 83113 (Zip Code)

LEGAL DESCRIPTION:

LOT 16, BLOCK 3 OF THE W. G. HEITZ ORIGINAL TOWNSITE, BIG PINEY, 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.

259797

RECORDED Nov. 25, 1996 2:30 p.M.
IN BOOK Misc. Mtg. & Lien PAGE 688
FEES $ 8.00 Mary L. Lee 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):
A PROMISSORY NOTE DATED NOVEMBER 22, 1996.

The above obligation is due and payable on NOVEMBER 22, 2006 if not paid earlier.
The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of SEVENTY TWO THOUSAND TWO HUNDRED AND NO/100* * Dollars ($ 72,200.00), 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 John P. Hanson
JOHN P. HANSON

ACKNOWLEDGMENT: STATE OF WYOMING, County of SUBLETTE } ss:

Individual or Corporation with Seal

The foregoing instrument was acknowledged before me by JOHN P. HANSON, A SINGLE PERSON this 22nd day of November 1996.

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.

SHARI PAYNE NOTARY PUBLIC SUBLETTE COUNTY, WYOMING

My commission expires: Aug 7, 2000

Shari Payne
(Notary Public)

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WYOMING

[redacted] [redacted] [redacted]

COVENANTS

1. Payments. I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the secured debt exclusive of interest or principal, second, to interest and then to principal: If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.

2. Claims against Title. I will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, and other charges relating to the property when due. You may require me to provide to you copies of all notices that such amounts are due and the receipts evidencing my payments. I will defend title to the property against any claims that would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.

3. Insurance. I will keep the property insured under terms acceptable to you at my expense and for your benefit. This insurance will include a standard mortgage clause in your favor. You will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.

4. Property. I will keep the property in good condition and make all repairs reasonably necessary. I will give you prompt notice of any loss or damage to the property.

5. Expenses. I agree to pay all of the expenses you incur, including reasonable attorneys' fees, if I breach any covenants in this mortgage or in any obligation secured by this mortgage. I will pay these amounts to you as provided in Covenant 10 of this mortgage.

6. Default and Acceleration. If I fail to make any payment when due or breach any covenants under this mortgage, any prior mortgage or any obligation secured by this mortgage, you may, at your option, accelerate the maturity of the secured debt and demand immediate payment, and exercise any other remedy available to you. You may enforce this mortgage by exercising any remedy provided by law, including, but not limited to, the power of sale. You will be entitled to a judgment for any deficiency as provided by law.

If you elect to exercise your power of sale, you will give notice of your intent to foreclose by advertisement and sale as provided by law. You will publish notice of the sale and sell the property according to applicable law. The proceeds of the sale will be applied first to the costs and expenses of the sale including, but not limited to, reasonable attorneys' fees, then to payment of the secured debt, and finally, if there is any surplus, to the person(s) legally entitled to it.

7. Assignment of Rents and Profits and Lender in Possession. I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If you accelerate this mortgage as provided in paragraph 6 or if I abandon the property, you are entitled to enter upon, take possession and manage the property, and collect the rents and profits of the property, either in person, by agent or by court appointed receiver, until the expiration of any period of redemption following judicial sale. Except when otherwise directed by the court, any rents and profits you collect will be applied first to the costs of managing the property and collecting the rents and profits, including, but not limited to, receivers fees, court costs, and reasonable attorneys' fees, and then to payments on the secured debt as provided in Covenant 1.

8. Prior Security 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 (1-800 397 2341) FORM OCP-MTG WY 7/3/91

689

690

Rlsd BK 19 Rel pg 150 5-7-98

LYN I. SMITTLE LINDA K. SMITTLE 126 LITTLE MOUNTAIN RD DANIEL, WY 83115 **MORTGAGOR** "I" includes each mortgagor above.	FIRST NATIONAL BANK OF PINEDALE 61 EAST PINE ST. PO BOX 519 PINEDALE, WY 82941 **MORTGAGEE** "You" means the mortgagee, its successors and assigns.

REAL ESTATE MORTGAGE: For value received, I, LYN I. SMITTLE AND LINDA K. SMITTLE, HUSBAND AND WIFE., mortgage, grant and convey to you, with power of sale, on NOVEMBER 18, 1996, 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: 126 LITTLE MOUNTAIN RD (Street), DANIEL (City), Wyoming 83115 (Zip Code)

LEGAL DESCRIPTION:

TRACT NO. 35 OF THE REDSTONE WARREN BRIDGE SUBDIVISION, SECOND FILING, SUBLETTE COUNTY, WYOMING.

259798

RECORDED Nov. 25 1996 2:30 PM
IN BOOK 66 mtg 19 PAGE 690
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Lofton

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 NOVEMBER 18, 1996.

The above obligation is due and payable on NOVEMBER 18, 2000 if not paid earlier.

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of $18,410.00 * * * * * * * * Dollars ($ 18,410.00), 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 Lyn I. Smittle
LYN I. SMITTLE

X Linda K. Smittle
LINDA K. SMITTLE

ACKNOWLEDGMENT: STATE OF WYOMING, County of SUBLETTE } ss:

Individual or Corporation with Seal ☐
Corporation with no Seal ☐

The foregoing instrument was acknowledged before me by LYN I. SMITTLE AND LINDA K. SMITTLE, HUSBAND AND WIFE this 18th day of November 1996.

The foregoing instrument was acknowledged before me by _____ this _____ day of _____, a corporation, has no corporate seal.

Witness my hand and official seal.

SHARI E. PAPE NOTARY PUBLIC SUBLETTE COUNTY WYOMING

My commission expires: Aug 1, 2000

X Shari Pape
SHARI E. PAPE (Notary Public)

©1985 BANKERS SYSTEMS, INC., ST. CLOUD, MN 56301 (1-800-397-2341) FORM OCP-MTG-WY 6/27/91

WYOMING

[redacted] [redacted] [redacted]

COVENANTS

1. Payments. I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the secured debt exclusive of interest or principal, second, to interest and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.

2. Claims against Title. I will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, and other charges relating to the property when due. You may require me to provide to you copies of all notices that such amounts are due and the receipts evidencing my payments. I will defend title to the property against any claims that would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.

3. Insurance. I will keep the property insured under terms acceptable to you at my expense and for your benefit. This insurance will include a standard mortgage clause in your favor. You will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.

4. Property. I will keep the property in good condition and make all repairs reasonably necessary. I will give you prompt notice of any loss or damage to the property.

5. Expenses. I agree to pay all of the expenses you incur, including reasonable attorneys' fees, if I breach any covenants in this mortgage or in any obligation secured by this mortgage. I will pay these amounts to you as provided in Covenant 10 of this mortgage.

6. Default and Acceleration. If I fail to make any payment when due or breach any covenants under this mortgage, any prior mortgage or any obligation secured by this mortgage, you may, at your option, accelerate the maturity of the secured debt and demand immediate payment, and exercise any other remedy available to you. You may enforce this mortgage by exercising any remedy provided by law, including, but not limited to, the power of sale. You will be entitled to a judgment for any deficiency as provided by law.

If you elect to exercise your power of sale, you will give notice of your intent to foreclose by advertisement and sale as provided by law. You will publish notice of the sale and sell the property according to applicable law. The proceeds of the sale will be applied first to the costs and expenses of the sale including, but not limited to, reasonable attorneys' fees, then to payment of the secured debt, and finally, if there is any surplus, to the person(s) legally entitled to it.

7. Assignment of Rents and Profits and Lender in Possession. I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If you accelerate this mortgage as provided in paragraph 6 or if I abandon the property, you are entitled to enter upon, take possession and manage the property, and collect the rents and profits of the property, either in person, by agent or by court appointed receiver, until the expiration of any period of redemption following judicial sale. Except when otherwise directed by the court, any rents and profits you collect will be applied first to the costs of managing the property and collecting the rents and profits, including, but not limited to, receivers fees, court costs, and reasonable attorneys' fees, and then to payments on the secured debt as provided in Covenant 1.

8. Prior Security 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.

AYLOR, EDWARD

692

Assigned BK 67 Pg 94

Rlsd. BK 22 Rel. pg. 241 12-16-02

AFTER RECORDING MAIL TO:

LOAN NO. 381509

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on November 21, 1996 The mortgagor is Edward A. Taylor, A Single Person

This Security Instrument is given to Wallick and Volk, Inc. ("Borrower").

which is organized and existing under the laws of The State of Wyoming , and whose address is 222 East 18th Street, Cheyenne, WY 8200 ("Lender"). Borrower owes Lender the principal sum of Sixty Five Thousand Dollars 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 December 1, 2011 . 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 31 of the Meadow Canyon Estates, Sublette County, Wyoming.

259846

RECORDED Nov. 27 1996 10:55 A

IN BOOK 166 Misc. PAGE 692

FEES $16.00 COUNTY CLERK

SUBLETTE COUNTY, PINEDALE WYOMING

By Cathy Saxton

which has the address of 48 Second West Road [Street] , BIG PINEY [City]

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

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

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.

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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 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
- ☐ 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

Social Security Number _____

_____

_____ (Seal)
Borrower

Social Security Number _____

Edward A. Taylor (Seal)
Borrower

Social Security Number 529-86-6403

_____ (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 21st day of November, 1996
(date)

by Edward A. Taylor, A Single Person
(person acknowledging)

My Commission expires:

Karen E. Olsen
Notary Public

KAREN E. OLSEN - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires: 5/20/2001

Rlsd. BK 23 Rel. pg 222 10-22-03

Acct. No.: 2702181

259853

698 Asn. BK 8 Mtg. Pg. 363 9/26/01

RECORDED November 27 1996 1:35 P
IN BOOK 66 of Mortgages PAGE 698
FEES $34.00 Mary L. Gfeller COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

[Space Above This Line For Recording Data]

MORTGAGE

ORIGINAL

THIS MORTGAGE ("Security Instrument") is given on November 26, 1996. The mortgagor is Matthew T.Bohan and Katherine K. Bohan, husband and wife ("Borrower"). This Security Instrument is given to Merrill Lynch Credit Corporation and/or assigns, which is organized and existing under the laws of Delaware, and whose address is 4802 Deer Lake Drive East, Jacksonville, Florida 32246-6484 ("Lender"). Borrower owes Lender the principal sum of Eighty Two Thousand and 00/100------- 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 December 1, 2021. 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:

Unit 2 of the Bohan Homes of Lot 10, Block 1 of the Redstone Third Addition to the Town of Pinedale, Sublette County, Wyoming

which has the address of 169 Ashley Avenue #2 , Pinedale, Wyoming 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.

[redacted] [redacted] [redacted]

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.

[redacted] [redacted] [redacted]

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

[ ] Balloon Rider

[X] 1-4 Family Rider

[ ] Second Home Rider

[ ] Index Conversion Option Rider

[ ] Index Conversion Option / Periodic Rate Limits Rider

[ ] Other(s) [specify]

[ ] Condominium Rider

[ ] Planned Unit Development Rider

[ ] Conversion Options Rider

[ ] Conversion Options / Periodic Rate Limits Rider

[ ] Adjustable Rate/Conversion Option Rider

[X] Adjustable Rate/ Index Conversion Option Rider

[ ] Fixed/Adjustable Rate 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:

Karen E. Olsen

Edwin R. Adams

_____(Seal)
-Borrower

_____(Seal)
-Borrower

_____(Seal)
-Borrower

_____(Seal)
-Borrower

_____(Seal)
-Borrower

Matthew T. Bohan by Timothy Scott Bohan, his Attorney In Fact 11-26-96

Katherine K. Bohan by Timothy Scott Bohan, his Attorney In Fact

[Space Below This Line For Acknowledgment]

STATE OF WYOMING)
ss:
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by Matthew J. Behan by Timothy Scott Behan, his attorney in fact this 26 day of November, 1996.

WITNESS my hand and seal.

Karen E. Olsen
Officer/Notary Public
My commission expires: 5/20/2000

KAREN E. OLSEN - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires: 5/20/2000

STATE OF WYOMING)
ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____ this ___ day of _____, 19___.

WITNESS my hand and seal.

_____
Officer/Notary Public
My commission expires: _____

STATE OF WYOMING)
ss:
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by Katherine K. Behan by Timothy Scott Behan by her attorney in fact this 26 day of November, 1996.

WITNESS my hand and seal.

Karen E. Olsen
Officer/Notary Public
My commission expires: 5/20/2000

KAREN E. OLSEN - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires: 5/20/2000

STATE OF WYOMING)
ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____ this ___ day of _____, 19___.

WITNESS my hand and seal.

_____
Officer/Notary Public
My commission expires: _____

ADJUSTABLE RATE/INDEX CONVERSION OPTION RIDER

THIS ADJUSTABLE RATE/INDEX CONVERSION OPTION RIDER is made this 26th day of November, 1996, 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 **Merrill Lynch Credit Corporation**, a Delaware corporation (*the "Lender"*) of the same date and covering the property described in the Security Instrument and located at:

169 Ashley Avenue #2 Pinedale, Wyoming 82941

(Property Address)

THE NOTE CONTAINS PROVISIONS (i) ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT; (ii) LIMITING THE MAXIMUM RATE THE BORROWER MUST PAY; AND (iii) ALLOWING THE BORROWER AN OPTION TO CONVERT FROM THE CURRENT INDEX TO A NEW INDEX AND MARGIN.

Additional Covenants: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree 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, 1997, and on the first day of every month thereafter. Each date on which my adjustable 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 average of interbank offered rates for one-month dollar deposits in the London market based on quotations of major banks as published in The Wall Street Journal "Money Rates" table. The most recent Index figure available as of the date 25 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 five eighths percentage point(s) (2.625%) to the Current Index. The Note Holder will then round this figure 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.

(i) **Interest-Only Period.** The "interest-only period" is the period from the date of this Note through November 30, 2006. For the interest-only period, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to pay the interest which accrues on the unpaid principal of my loan. The result of this calculation will be the new amount of my monthly payment.

(ii) **Amortization Period.** The "amortization period' is the period after the interest-only period. For the amortization period, after calculating my new interest rate as provided above, 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) Limit on Interest Rate Changes

My interest rate will never be greater than 13.00%.

(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 questions I may have regarding the notice.

5. INDEX CONVERSION OPTION

I have an Index Conversion Option that I can exercise unless I am in default or this Section 5 will not permit me to do so. The "Index Conversion Option" is my option to convert the Index and margin to a new index and margin in accordance with the terms of Section 5(A) below.

(A) Index Conversion Option

The Index Conversion Option can only be exercised during the twenty-one (21) day interval beginning with the forty-fifth day immediately prior to my twelfth (12th) Change Date and continuing until and including the twenty-fifth day prior to my twelfth (12th) Change Date and for each identical twenty-one (21) day interval occurring each six (6) month anniversary thereafter until and including the interval beginning forty-five (45) days before my sixtieth (60th) Change Date. I may exercise the Index Conversion Option only one time. I can exercise the Index Conversion Option by notifying the Lender of my election to change indices no later than the twenty-fifth (25th) day prior to the next Change Date. My new index and margin after the conversion will be effective on the Index Conversion Date. The "Index Conversion Date" is the next Change Date following my timely notification to the Lender that I am exercising the Index Conversion Option.

My new index used to calculate my interest rate will be either (i) for Margin Option 1, the highest prime rate published in The Wall Street Journal "Money Rates" table, (ii) for Margin Option 2, the average of interbank offered rates for onemonth dollar deposits in the London market based on quotations of major banks as published in The Wall Street Journal "Money Rates" table, or (iii) for Margin Option 3, the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one (1) year, as made available by the Federal Reserve Board in publication H.15. My new index will be the most recent index available as of the date forty-five days prior to the applicable Change Date (the "Index Determination Date"). My margin to be added or subtracted, as the case may be, to the new index will depend on the margin option selected and the unpaid balance of the Note on the Index Determination Date, as follows:

Unpaid Principal Balance	Margin Option 1	Margin Option 2	Margin Option 3
Less than $200,000	plus 0	plus 2.125%	plus 2.25%
$200,000 - $299,999	minus .25%	plus 1.875%	plus 2.125%
$300,000 - $599,999	minus .50%	plus 1.625%	plus 1.875%
$600,000 - $999,999	minus .625%	plus 1.50%	plus 1.75%
$1,000,000 or more	minus .75%	plus 1.375%	plus 1.625%

If I did not pay Lender an origination fee at closing, the margins set forth above will be increased by an additional one-fourth of one percentage point (.25%). If I did not pay Lender an origination fee at closing and I elected not to pay mortgage-related closing costs, the margins set forth above will be increased by an additional one-half of one percentage point (.50%). My interest rate will be calculated by adding the index and margin rounded to the nearest one-eighth of one percentage point.

(B) Conditions to Exercising Index Conversion Option

If I want to exercise the Index Conversion Option, I must first meet certain conditions. Those conditions are that: (i) I must still be the owner of the property subject to the Security Instrument (as defined in this Note); (ii) I late on any of the 12 scheduled monthly payments immediately preceding the date on which I give notice of my election to exercise my Index Conversion Option; (iii) I cannot have been more than 30 days late on any of my scheduled monthly payments; (iv) I must give the Lender notice that I want to exercise my Index Conversion Option; (v) I must not be in default under the Note or the Security Instrument; (vi) by a date no later than 15 days prior to the Index Conversion Date, I must pay the Lender a conversion fee of U.S. $500 and I must sign and give the Lender any documents the Lender requires to effect the conversion.

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

_____(Seal)
Borrower

_____(Seal)
Borrower

_____(Seal)
Borrower

_____(Seal)
Borrower

Matthew T. Bohan by Timothy Scott Bohan, his Attorney In Fact

Katherine K. Bohan by Timothy Scott Bohan, his Attorney In Fact

1-4 FAMILY RIDER
Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 26th day of November, 1996, 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 Merrill Lynch Credit Corporation (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 169 Ashley Avenue #2 Pinedale Wyoming 82941.

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air, and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings 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 the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

E. BORROWER'S OCCUPANCY. Unless the Property is Borrower's principal residence, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

F. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in the paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

G. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Unless the Property is located in Michigan, Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not preform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. 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 all the sums secured by the Security Instrument are paid in full.

H. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

_____ _____(Seal)

BORROWER

_____ _____(Seal)

BORROWER

_____ _____(Seal)

BORROWER

_____ _____(Seal)

BORROWER

Matthew T. Bohan by Timothy Scott Bohan, his Attorney In Fact

Katherine K. Bohan by Timothy Scott Bohan, his Attorney In Fact

711

MORTGAGE

Title No. _____

TO

Recorded At Request of
Merrill Lynch Credit Corporation

RETURN BY MAIL TO:

Merrill Lynch Credit Corporation
4802 Deer Lake Drive East, 3rd Floor
Jacksonville, Florida 32246-6484

Attention: Post Closing Department

RESERVE THIS SPACE FOR USE FOR RECORDING OFFICE

There is not a page

THE TITLE GUARANTY COMPANY OF WYOMING, INC.
FORM 4½ C

259862

This Instrument Filed for Record on the
27TH day of NOVEMBER 19 96 at 2:50 o'clock P M.
and Recorded in Book 66 of MORTGAGES
Page 714
NO. 259862
County Clerk

MORTGAGE DEED

X WILLIAM J. KOTHE AND WILMA F. KOTHE, HUSBAND AND WIFE

mortgagorS, of SUBLETTE County, State of WYOMING, to secure the payment of ***EIGHTEEN THOUSAND AND 00/100*** Dollars, due 11-26-96 with interest thereon at the rate of 8.75 percent per year (said sum, and the interest thereon, being referred to as the "indebtedness"), payable MONTHLY, BEGINNING 12-26-96 IN THE AMOUNT OF 268.61 UNTIL PAID IN FULL

in accordance with the provisions of that certain promissory note, dated 11-26-96, hereby mortgage and warrant to mortgagee, CHEVRON WEST CREDIT UNION P.O. BOX 25117 SLC, UTAH 84125-0117 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 16, EMIGRATION RANCHES, PHASE 1, 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 18,000.00 ($) 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 27TH day of NOVEMBER, 19 96

William J Kothe
WILLIAM J KOTHE

Attest Seal:

Wilma F Kothe
WILMA F KOTHE

STATE OF Wyoming }
COUNTY OF Sublette } ss.

The foregoing instrument was acknowledged before me by WILLIAM J KOTHE AND WILMA F KOTHE
this 27TH day of NOVEMBER, 19 96

Witness my hand and official seal.
My Commission expires: 5/20/2000

Karen E. Olsen
Title of Officer

KAREN E. OLSEN - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires: 5/20/2000

Rlsd. BK 18 Pg. 395 3/18/97 714

715

Rlsd. Bk 22 pg. 418 3-18-03

KeyBank

Key Bank of Wyoming
BIG PINEY BRANCH
440 BUDD AVE
BIG PINEY, WY 83113
(307)276-3961 (Lender)

MORTGAGE

259880

RECORDED Dec 2 19 96 2:35 PM
IN BOOK Ldo Mtg PAGE 715
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Seaton

BORROWER	MORTGAGOR
JEFF A. DAHL CONNIE J. DAHL	CONNIE J. DAHL NORMA J. VIROSTKO
ADDRESS 12 LODGEPOLE LANE BIG PINEY, WY 83113	ADDRESS 12 LODGEPOLE LANE BIG PINEY, WY 83113
TELEPHONE NO. (307)2763048	TELEPHONE NO. (307)2763048
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	$13,235.00	11/13/96	11/01/06	963091243140	00100000344018

(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.

[redacted] [redacted] [redacted]

[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 AND ATTORNEYS' FEES. Upon default by borrower or Mortgagor under the Obligations and referral of this Mortgage to an attorney who is not a salaried employee of Lender, Mortgagor agrees to pay Lenders reasonable attorneys' fees. Additionally, Mortgagor agrees to pay all reasonable expenses incurred by Lender in foreclosing and realizing on the Property.

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 on and inure to the benefit of Mortgagor and Lender [redacted] their respective successors [redacted], trustees, receivers, administrators, personal representatives [redacted], 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 7TH day of NOVEMBER, 1996

MORTGAGOR: CONNIE J. DAHL

Connie Dahl

CONNIE J. DAHL

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR: NORMA J. VIROSTKO

Norma J. Virostko

NORMA J. VIROSTKO

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

STATE OF WYOMING)
) ss:
COUNTY OF Sublette)

On this 7th day of November, 1996, before me personally appeared Connie J Dahl to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that She executed the same as Her free act and deed, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 7th day of ~~October~~ November, 1996.

KAREN S. WENZ - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Jan. 2, 2000

(SEAL)

My Commission Expires:
Jan 2, 2000

Karen S Wenz
Notary Public

STATE OF WYOMING)
) ss:
COUNTY OF _____)

On this 19th day of Nov, 1996, before me personally appeared Norma J Virostko 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 19th day of Nov, 1996.

NOTARY PUBLIC STATE OF FLORIDA
Katherine S Carr
My Commission CC594192
Expires October 17 2000

My Commission Expires:

Katherine S. Carr
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 LITTLE PINEY SUBDIVISION, SUBLETTE COUNTY, WYOMING

SCHEDULE B

AFTER RECORDING RETURN TO LENDER AT ITS ADDRESS DESCRIBED ABOVE.

KeyBank
Key Bank of Wyoming
BIG PINEY CENTER
440 BUDD AVE.
BIG PINEY, WY 83113
307-276-3961 (Lender)

HOME EQUITY LINE OF MORTGAGE

259881

RECORDED Dec. 2 1996 2:35 p.m.
IN BOOK Lole Mtg. & Lse. PAGE 720
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

BORROWER	MORTGAGOR
CHARLES W HUNT, JR. THERESA Y HUNT	CHARLES W HUNT, JR. THERESA Y HUNT , HUSBAND AND WIFE
ADDRESS P.O. BOX 121 BOULDER, WY 82923	ADDRESS P.O. BOX 121 BOULDER, WY 82923
TELEPHONE NO. 307-537-5415	TELEPHONE NO. 307-537-5415
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	$15,000.00	11/19/96	11/19/26	963091411450	

(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; and

(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 fected, and choate upon the recording of this Mortgage. As long as there is no default under the Obligations or this Mortgage, Lender grants Mortga 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.

[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) commits fraud or makes a material misrepresentation at any time in connection with the Obligations or this Mortgage, including, but not limited to, false statements made by Mortgagor about Mortgagor's income, assets, or any other aspects of Mortgagor's financial condition;
(b) fails to meet the repayment terms of the Obligations; or
(c) violates or fails to comply with a covenant contained in this Mortgage which adversely affects the Property or Lender's rights in the Property, including, but not limited to, transferring title to or selling the Property without Lender's consent, failing to maintain insurance or to pay taxes on the Property, allowing a lien senior to Lender's to result on the Property without Lender's written consent, allowing the taking of the Property through eminent domain, allowing the Property to be foreclosed by a lienholder other than Lender, committing waste of the Property, using the Property in a manner which would be destructive to the Property, or using the Property in an illegal manner which may subject the Property to seizure or confiscation.

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 AND ATTORNEYS' FEES. Upon default by borrower or Mortgagor under the Obligations and referral of this Mortgage to an attorney who is not a salaried employee of Lender, Mortgagor agrees to pay Lenders reasonable attorneys' fees. Additionally, Mortgagor agrees to pay all reasonable expenses incurred by Lender in foreclosing and realizing on the Property.

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.

Spouse of Grantor upon the consideration aforesaid, does hereby release and forever quit-claim unto Lender, as Mortgagee, all his/her rights of homestead in and to the above granted 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 NOVEMBER, 1996

MORTGAGOR: CHARLES W HUNT, JR.

Charles W Hunt Jr

CHARLES W HUNT, JR.

MORTGAGOR: THERESA Y HUNT

Theresa Y. Hunt

THERESA Y HUNT

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

STATE OF W[redacted]

COUNTY OF [redacted]lette)
) ss:
)

On this 14th day of November, 1996, before me personally appeared Charles W. Hunt Jr. and Theresa Y. Hunt 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 14th day of November, 1996.

(SEAL)

Karen S. Wentz, Notary Public
County of Sublette
State of Wyoming
My Commission Expires Jan. 2, 2000

My Commission Expires:
Jan 2, 2000

Karen S Wentz
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

STATE OF WYOMING RELEASE OF HOMESTEAD RIGHTS:
)
COUNTY OF _____) ss:
)

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 8-2 OF THE HUNT LOT DIVISION, AS SET OUT AND DELINEATED ON PLAT RECORDED NOVEMBER 30, 1993 IN BOOK 62 OF MISC., PAGE 304, IN THE OFFICE OF THE SUBLETTE COUNTY CLERK, SUBLETTE COUNTY, WYOMING.

SCHEDULE B

FIRST MORTGAGE HELD BY KEY BANK OF WYOMING ASSIGNED TO KEY MORTGAGE SERVICES, INC. RECORDED OCTOBER 8, 1996

AFTER RECORDING RETURN TO LENDER AT ITS ADDRESS DESCRIBED ABOVE.

Rlsd Bk 21 Pg. 65

725

GT-15-51-090 (9/94)

BEN K. HANSEN KRISTINE M. HANSEN SOUTH JACKSON STREET PINEDALE, WY 82941 **MORTGAGOR** "I" includes each mortgagor above.	GREEN TREE FINANCIAL SERVICING CORPORATION P.O.BOX 4326 MISSOULA, MT 59806 **MORTGAGEE** "You" means the mortgagee, its successors and assigns.

REAL ESTATE MORTGAGE: For value received, I, BEN K. HANSEN KRISTINE M. HANSEN, mortgage, grant and convey to you, with power of sale, on _____, 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: SOUTH JACKSON STREET (Street), PINEDALE (City), Wyoming 82941 (Zip Code)

LEGAL DESCRIPTION:

All of the property located at SOUTH JACKSON STREET, in the City/Town/Village of PINEDALE, County of SUBLETTE, State of WY, in which the Borrower has an ownership, leasehold or other legal interest. This property is more particularly described on the schedule titled "Additional Property Description" which is attached hereto as Exhibit A, together with a security interest in that certain 1997, 56 X 28 SUMMIT CREST mobile home, serial number SN# _____.

The Borrower does hereby authorize the Lender or its assigns to obtain a more detailed property description after the Borrower has signed the Mortgage,and to attach Exhibit A after the Borrower has signed the Mortgage.

259883

RECORDED Dec 2 1996 4:25 p
IN BOOK 160 Mtg. PAGE 725
FEES $ 14.00 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 no other exceptions.

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[redacted] [redacted] [redacted]

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):

A Universal Note or Manufactured Home Retail Installment Contract and Security Agreement executed by Buyers/Borrowers.

The above obligation is due and payable on 360 months from last const. disbrmnt. if not paid earlier.
* construction disbursement

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of NINETY NINE THOUSAND TWO HUNDRED EIGHTY TWO AND 97/100 Dollars ($ 99282.97), 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.

XX **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.

N/A **Variable Rate:** The interest rate on the obligation secured by this mortgage may vary according to the terms of that obligation.

N/A 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.

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.

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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.

RIDERS: ___ Commercial ___ Construction ___ _____

SIGNATURES: By signing below, I agree to the terms and covenants contained on pages 1, 2, 3 and 4 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.

● _____ 12/2/96
BEN K. HANSEN

● _____ 12/2/96
KRISTINE M. HANSEN

ACKNOWLEDGMENT: STATE OF WYOMING, County of Sublette } ss:

Individual or Corporation with Seal

The foregoing instrument was acknowledged before me by Ben K. Hansen and Kristine M. Hansen this 2nd day of November, 1996.

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.

Karen E. Olsen
(Notary Public)

My commission expires: 5/20/2000

KAREN E. OLSEN - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires: 5/20/2000

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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.

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728

EXHIBIT "A"

LOT 5, BLOCK 2 OF THE REDSTONE THIRD ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING

[redacted] [redacted] [redacted]

KeyBank
Key Bank of Wyoming
BIG PINEY CENTER
440 BUDD AVE.
BIG PINEY, WY 83113
307-276-3961 (Lender)

MORTGAGE

259891

RECORDED Dec. 3 19 96 10:30 AM
IN BOOK Sole mtg. PAGE 730
FEES $14.00 M. Lee COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

BORROWER	MORTGAGOR
NORMAN E. WALLER PAULETTE WALLER	NORMAN E. WALLER PAULETTE WALLER , HUSBAND AND WIFE
ADDRESS P.O. BOX 71 BIG PINEY, WY 83113	ADDRESS P.O. BOX 71 BIG PINEY, WY 83113
TELEPHONE NO. 307-276-3579	TELEPHONE NO. 307-276-3579
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	$32,000.00	11/27/96	11/20/01	963191822130	001000003371746

(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 any taxes or against the Obligations. Any funds applied may, at Lender's option, be applied in reverse order of the due date thereof.

[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 AND ATTORNEYS' FEES. Upon default by borrower or Mortgagor under the Obligations and referral of this Mortgage to an attorney who is not a salaried employee of Lender, Mortgagor agrees to pay Lenders reasonable attorneys' fees. Additionally, Mortgagor agrees to pay all reasonable expenses incurred by Lender in foreclosing and realizing on the Property.

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 22ND day of NOVEMBER, 1996

MORTGAGOR: **NORMAN E. WALLER**

NORMAN E. WALLER

MORTGAGOR:

MORTGAGOR: **PAULETTE WALLER**

PAULETTE WALLER

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

STATE OF W[redacted])
) ss:
COUNTY OF Sublette)

On this 22nd day of November, 1996, before me personally appeared Norman E. Waller and Paulette Waller 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 official seal this 22nd day of November, 1996.

(SEAL)

County of Sublette — State of Wyoming — My Commission Expires Jan 2, 2000

My Commission Expires: Jan 2, 2000

Karen S Weng
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

THE NORTH 15 FEET OF LOT 6, ALL OF LOTS 7 AND 8, AND THE SOUTH 16 FEET OF LOT 9, BLOCK 1 OF THE TOWNSITE OF MARBLETON, SUBLETTE COUNTY, WYOMING

SCHEDULE B

AFTER RECORDING RETURN TO LENDER AT ITS ADDRESS DESCRIBED ABOVE.

735 rlod. bk 31 pg 46 1/10/11

259906

RECORDED December 3 ... 1996 4:30 PM
BOOK 66 MTG ... 735
14.00 Mary L Lankford ... CLERK
By Tracey L Hoover

[Space Above This Line For Recording Data]

LOAN NUMBER: 9086752
400
320140000

ORIGINAL

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 03RD, 1996. The mortgagor is KELLY JONES, DEBBIE JONES ("Borrower"). This Security Instrument is given to PHH MORTGAGE SERVICES CORPORATION, which is organized and existing under the laws of NEW JERSEY, and whose address is 6000 ATRIUM WAY MT. LAUREL NEW JERSEY 08054 ("Lender"). Borrower owes Lender the principal sum of FORTY FIVE THOUSAND AND 00/100 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 JANUARY 01ST 2012 and for interest at the yearly rate of 7.62500 percent at Lender's address shown above. 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, BLOCK 10 OF THE TOWNSITE OF MARBLETON, SUBLETTE COUNTY, WYOMING.

BEING COMMONLY KNOWN AS 404 BUDD AVENUE.

BEING THE SAME PREMISES CONVEYED TO THE MORTGAGORS HEREIN BY DEED BEING RECORDED SIMULTANEOUSLY HEREWITH; THIS BEING A PURCHASE MONEY MORTGAGE GIVEN TO SECURE THE PURCHASE PRICE OF THE ABOVE DESCRIBED PREMISES.

PREPARED BY: Tracy Timmer

which has the address of 404 BUDD AVENUE, MARBLETON, Wyoming 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 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.

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.

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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.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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.

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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:

Kelly Jones (Seal)
KELLY JONES -Borrower

Debbie Jones (Seal)
DEBBIE JONES -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

[Space Below This Line For Acknowledgement]

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

The foregoing instrument was acknowledged before me this DECEMBER 03RD, 1996 BY KELLY JONES AND DEBBIE JONES .

My Commission expires:

KAREN E. OLSEN - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires: 5/20/2000

Karen E. Olsen
Notary Public

MORTGAGE

THIS MORTGAGE, made as of the 7th day of June, 1996, from **RALPH A. GIFFORD and BETTY GIFFORD**, husband and wife of Glacier View Road, Cora Wyoming, hereinafter referred to as "Mortgagors" to **PAUL J. LaBRIE** of P.O. Box 175, Windham, New Hampshire and **PATRICIA A. LaBRIE** of 11 Hemenway Road, Salem, Massachusetts, husband and wife hereinafter referred to as "Mortgagees".

The Mortgagors, for the consideration of the sum of Forty Three Thousand Six Hundred Ninety Eight and 61/100 ($43,698.61) 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 as described as:

A. The principal balance of Forty Three Thousand Six Hundred Ninety Eight and 61/100 ($43,698.61) Dollars shall accrue interest at the rate of eight percent (8%) per annum. Interest on this Mortgage is computed on a 365/360 simple interest basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. The interest shall be paid in thirty five (35) monthly interest installments of Two Hundred Ninety Five and 37/100 ($295.37) Dollars each. All outstanding principal and accrued interest shall be due and payable on 6 June 1999. Payments of said monthly interest installments shall begin on 7 August 1996 and continue on or before the same day of each and every month thereafter until the due date of the aforesaid balloon payment. Interest shall accrue on the principal amount from 7 June 1996.

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 advanced monthly 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 Fourteen and 77/100 ($14.77) Dollars after ten (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. Interest shall accrue on the late payment and late charge from the due dates at the same rate as set out above.

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.

259911

RECORDED Dec. 4 19 96, 10:30 AM
IN BOOK Lelo mtg. PAGE 740
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

Rlsd. BK 18 pg. 679 12/11/97 740

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 Mortgagors agree that they will not encumber the property except as currently held by their current primary Mortgagee. In such event that their is any default of the primary Mortgage, this Mortgage or for any other reason, as determined by the Mortgagees, this Mortgage may be filed without notice as a lien on the property. In such instance, 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 and agree to advise Mortgagees of any such action being taken.

(d) Mortgagors shall provide at closing and at all times 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 Mortgagees as additional loss payees 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 Mortgagees. The payment clause shall be made payable to the Mortgagees 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 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 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 cost of enforcement and of foreclosure, including reasonable attorney's fees. The failure of 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 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 lien holder). Provided that no foreclosure action shall be taken by the Mortgagees 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 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 and 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, devices, 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.

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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 except as set out herein. Mortgagees acknowledge that this will be a second mortgage and will be secondary and junior to a first mortgage in the amount of some One Hundred Thirty Thousand ($130,000.00) granted to the Shoshone First Bank of Cody, Wyoming.

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

Ralph A. Gifford
RALPH A. GIFFORD

Betty Gifford
BETTY GIFFORD

STATE OF WYOMING)

COUNTY OF TETON)

The foregoing **MORTGAGE** was acknowledged before me by **RALPH A. GIFFORD** and

BETTY GIFFORD, this 11 day of Nov., 1996.
Witness my hand and official seal.

DONNA OAKLEY - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires July 17, 2000
~~My Commission Expires:~~
My Commission Expires: 7/17/00

Donna Oakley
NOTARY PUBLIC

[redacted] [redacted] [redacted]

EXHIBIT "A"

Lot Eight (8) of the Mountain View Ranches Subdivision, Sublette County, Wyoming as the same appears on the official map or plat thereof 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 thereto 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 prior mineral reservations of record.
SUBJECT TO restrictions and covenants as recorded 5/11/79 in Book 35 of Misc., Page 320 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.

745

rlsd. bk. 28 pg. 208 4/14/08

VIRGINIA KATHLEEN BUSTON JAMES C. BUSTON 117 W. PINE/16 N. MAYBELL AVE PINEDALE, WY 82941 **MORTGAGOR** "I" includes each mortgagor above.	FIRST NATIONAL BANK OF PINEDALE 61 EAST PINE ST. PO BOX 519 PINEDALE, WY 82941 **MORTGAGEE** "You" means the mortgagee, its successors and assigns.

REAL ESTATE MORTGAGE: For value received, I, VIRGINIA KATHLEEN BUSTON AND JAMES C. BUSTON, HUSBAND AND WIFE, , mortgage, grant and convey to you, with power of sale, on NOVEMBER 22, 1996, 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: 117 W. PINE/16 N. MAYBELL AVE (Street)
PINEDALE (City), Wyoming 82941 (Zip Code)

LEGAL DESCRIPTION:

LOTS 11, 12, 13, 14, 15, 16, 17, 18, AND 19, BLOCK 2, TOGETHER WITH THE ALLEY LOCATED BETWEEN THE NORTH ENDS OF LOTS 16, 17, 18, AND 19 AND THE SOUTH EDGE OF LOT 15, BLOCK 2 OF THE ORIGINAL TOWNSITE OF PINEDALE, 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.

259935

RECORDED Dec. 5 1996 10:45 AM
BOOK 16 Mtg PAGE 745
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):
A PROMISSORY NOTE DATED NOVEMBER 22, 1996.

The above obligation is due and payable on NOVEMBER 22, 2016 if not paid earlier.

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of TWO HUNDRED FIFTY THOUSAND AND NO/100* * * * * Dollars ($ 250,000.00), 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 Virginia Kathleen Buston
VIRGINIA KATHLEEN BUSTON

X James C Buston
JAMES C. BUSTON

ACKNOWLEDGMENT: STATE OF WYOMING, County of Sublette } ss:

Individual or Corporation with Seal

The foregoing instrument was acknowledged before me by VIRGINIA KATHLEEN BUSTON AND JAMES C. BUSTON, HUSBAND AND WIFE.
2nd day of December, this .

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.

My commission expires:

STATE OF WYOMING
County of Sublette
My Commission Expires: Aug. 7, 2000

Notary Public
State of Wyoming

©1985 BANKERS SYSTEMS, INC., ST. CLOUD, MN 56301 (1-800-397-2341) FORM OCP-MTG-WY 3/27/91

WYOMING

[redacted] [redacted] [redacted]

COVENANTS

1. Payments. I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the secured debt exclusive of interest or principal, second, to interest and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.

2. Claims against Title. I will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, and other charges relating to the property when due. You may require me to provide to you copies of all notices that such amounts are due and the receipts evidencing my payments. I will defend title to the property against any claims that would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.

3. Insurance. I will keep the property insured under terms acceptable to you at my expense and for your benefit. This insurance will include a standard mortgage clause in your favor. You will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.

4. Property. I will keep the property in good condition and make all repairs reasonably necessary. I will give you prompt notice of any loss or damage to the property.

5. Expenses. I agree to pay all of the expenses you incur, including reasonable attorneys' fees, if I breach any covenants in this mortgage or in any obligation secured by this mortgage. I will pay these amounts to you as provided in Covenant 10 of this mortgage.

6. Default and Acceleration. If I fail to make any payment when due or breach any covenants under this mortgage, any prior mortgage or any obligation secured by this mortgage, you may, at your option, accelerate the maturity of the secured debt and demand immediate payment, and exercise any other remedy available to you. You may enforce this mortgage by exercising any remedy provided by law, including, but not limited to, the power of sale. You will be entitled to a judgment for any deficiency as provided by law.

If you elect to exercise your power of sale, you will give notice of your intent to foreclose by advertisement and sale as provided by law. You will publish notice of the sale and sell the property according to applicable law. The proceeds of the sale will be applied first to the costs and expenses of the sale including, but not limited to, reasonable attorneys' fees, then to payment of the secured debt, and finally, if there is any surplus, to the person(s) legally entitled to it.

7. Assignment of Rents and Profits and Lender in Possession. I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If you accelerate this mortgage as provided in paragraph 6 or if I abandon the property, you are entitled to enter upon, take possession and manage the property, and collect the rents and profits of the property, either in person, by agent or by court appointed receiver, until the expiration of any period of redemption following judicial sale. Except when otherwise directed by the court, any rents and profits you collect will be applied first to the costs of managing the property and collecting the rents and profits, including, but not limited to, receivers fees, court costs, and reasonable attorneys' fees, and then to payments on the secured debt as provided in Covenant 1.

8. Prior Security 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.

747 Rled 8k 19 pg 460 11:41...

KeyBank

Key Bank of Wyoming
BIG PINEY BRANCH
440 BUDD AVE
BIG PINEY, WY 83113
(307)276-3961 (Lender)

HOME EQUITY LINE MORTGAGE

259954

RECORDED Dec. 6 1996 12:30 pM
BOOK 160 MTGS & LEASES PAGE 747
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Gaston

BORROWER	MORTGAGOR
GREGORY D. PTASNIK MARTHA C. PTASNIK	GREGORY D. PTASNIK MARTHA C. PTASNIK ,HUSBAND AND WIFE
ADDRESS 690 S FREMONT AVE PINEDALE, WY 82941	ADDRESS 690 S FREMONT AVE PINEDALE, WY 82941
TELEPHONE NO. (307)3672219 IDENTIFICATION NO.	TELEPHONE NO. (307)3672219 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	11/22/96	11/22/26	963191836460	

(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; and

(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. TRANS[redacted]THE PROPERTY OR BENEFICIAL INTERESTS I[redacted]AGORS OR BORROWERS. In the event of a sale[redacted]ce, lease, contract for d[redacted]sfer 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) commits fraud or makes a material misrepresentation at any time in connection with the Obligations or this Mortgage, including, but not limited to, false statements made by Mortgagor about Mortgagor's income, assets, or any other aspects of Mortgagor's financial condition;
(b) fails to meet the repayment terms of the Obligations; or
(c) violates or fails to comply with a covenant contained in this Mortgage which adversely affects the Property or Lender's rights in the Property, including, but not limited to, transferring title to or selling the Property without Lender's consent, failing to maintain insurance or to pay taxes on the Property, allowing a lien senior to Lender's to result on the Property without Lender's written consent, allowing the taking of the Property through eminent domain, allowing the Property to be foreclosed by a lienholder other than Lender, committing waste of the Property, using the Property in a manner which would be destructive to the Property, or using the Property in an illegal manner which may subject the Property to seizure or confiscation.

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 AND ATTORNEYS' FEES. Upon default by borrower or Mortgagor under the Obligations and referral of this Mortgage to an attorney who is not a salaried employee of Lender, Mortgagor agrees to pay Lenders reasonable attorneys' fees. Additionally, Mortgagor agrees to pay all reasonable expenses incurred by Lender in foreclosing and realizing on the Property.

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 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.

Spouse of Grantor upon the consideration aforesaid, does hereby release and forever quit-claim unto Lender, as Mortgagee, all his/her rights of homestead in and to the above granted 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 22ND day of NOVEMBER, 1996

MORTGAGOR: GREGORY D. PTASNIK

GREGORY D. PTASNIK

MORTGAGOR:

MORTGAGOR: MARTHA C. PTASNIK

MARTHA C. PTASNIK

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

STATE OF WYOMING)
) ss:
COUNTY OF Sublette)

On this 22nd day of November, 1996, before me personally appeared Gregory D. Ptasnik and Martha C. Ptasnik to me known to be the person(s) described in and who executed the 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 22nd day of November, 1996.

(SEAL)

KAREN S. WENZ - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires Jan. 2, 2000

My Commission Expires:
Jan 2, 2000

Karen S Wenz
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 _____)

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

LOTS 45 AND 46 OF THE COOLEY SIXTH ADDITION TO THE TOWN OF PINEDALE, SUBLETTE COUNTY, WYOMING

SCHEDULE B

FIRST MORTGAGE HELD BY GE CAPITAL MORTGAGE SERVICES, INC.

AFTER RECORDING RETURN TO LENDER AT ITS ADDRESS DESCRIBED ABOVE.

KeyBank
Key Bank of Wyoming
BIG PINEY CENTER
440 BUDD AVE.
BIG PINEY, WY 83113
307-276-3961 (Lender)

MORTGAGE

259955

RECORDED Dec 6 1996 12:35p
BOOK 161 MTG PAGE 752
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Scatton

BORROWER	MORTGAGOR
JERRY L DOBBS JOAN R DOBBS	JERRY L DOBBS JOAN R DOBBS , HUSBAND AND WIFE
ADDRESS P.O. BOX 1541 PINEDALE, WY 82941	ADDRESS P.O. BOX 1541 PINEDALE, WY 82941
TELEPHONE NO. 307-859-8878	TELEPHONE NO. 307-859-8878
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	$50,000.00	11/27/96	12/10/16	963131758140	00100000365922

(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.

Rlsd. Bk 22 Pg. 348 2-19-03 752

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.

[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 AND ATTORNEYS' FEES. Upon default by borrower or Mortgagor under the Obligations and referral of this Mortgage to an attorney who is not a salaried employee of Lender, Mortgagor agrees to pay Lenders reasonable attorneys' fees. Additionally, Mortgagor agrees to pay all reasonable expenses incurred by Lender in foreclosing and realizing on the Property.

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 27TH day of NOVEMBER, 1996.

MORTGAGOR: JERRY L DOBBS

JERRY L DOBBS

MORTGAGOR:

MORTGAGOR: JOAN R DOBBS

JOAN R DOBBS

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

STATE OF [redacted])
) ss:
COUNTY OF Sublette)

On this 27th day of November, 1996, before me personally appeared Jerry L. Dobbs & Joan A. Dobbs 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 27th day of November, 1996.

(SEAL)

KAREN S. WONG NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Jan. 2, 2000

Karen S Wong
Notary Public

My Commission Expires:
Jan 2 2000

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 the above signed person(s) acknowledged the execution of said instrument to be the free act and deed of said _____, and

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 5 OF THE MOUNTAIN VIEW RANCHES SUBDIVISION, SUBLETTE COUNTY, WYOMING.

SCHEDULE B

AFTER RECORDING RETURN TO LENDER AT ITS ADDRESS DESCRIBED ABOVE.

Rlsd. Blk 20 Rel. pg. 261 1/13/00 757

MORTGAGE DEED

This Instrument Filed for Record on the 10th day of Dec 1996 at 3:05 o'clock P.M. and Recorded in Book 109 of Misc. Page 757 No. 259956 Mary L Lilley County Clerk By Cathy Sutton

Norman L. Lilley, an unmarried man

mortgagor, of Los Angeles County, State of California, to secure the payment of FORTY FIVE THOUSAND and no/100---------($45,000.00)-------Dollars, due 1999, with interest thereon at the rate of 12.5 percent per year (said sum, and the interest thereon, being referred to as the "indebtedness"), payable as fully described in the certain promissory note secured by the within Mortgage Deed

in accordance with the provisions of that certain promissory note, dated November 27, 1996 hereby mortgage and warrant to mortgagee, BARRY COOPER and Lincoln Trust, Custodian FBO Bradley D. Marcus IRA Acct. No. 607-82810

of Los Angeles County, State of California the following described real estate, situated in the County of Sublette, in the State of Wyoming, to-wit:
Lot 1 of the Black Butte 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 ($45,000) by such insurance as mortgagee may approve, with the proceeds thereof made payable to mortgagee. If mortgagors fail to pay such taxes or assessments or fail to keep the premises insured, mortgagee may pay the same and may insure the premises, and all sums paid by mortgagee for such purposes shall be added to and considered as a part of the indebtedness and shall draw interest at the same rate.

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

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

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

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

WITNESS my hand. this 4th day of December, 1996

Norman L. Lilley

Attest Seal:

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.

The foregoing instrument was acknowledged before me by NORMAN L. LILLEY

this 4th day of DECEMBER, 1996

Witness my hand and official seal.

My Commission expires: MAY 7, 1999

Janice Lynn Gray
Title of Officer

Janice Lynn Gray
Comm. #1058387
NOTARY PUBLIC CALIFORNIA
LOS ANGELES COUNTY
Comm. Expires May 7, 1999