

165014

ASSIGNMENT AND SUBORDINATION

W-3181
51

WHEREAS, The Travelers Insurance Company, a Connecticut corporation, with its Home Office in Hartford, Connecticut, hereinafter referred to as Mortgagee, is the holder of a certain note executed by Gordon M. Mickelson and Margaret Mickelson, husband and wife, (AKA Gordon Mickelson) representing a loan of \$ 44,000.00, which said note is secured by a Mortgage covering the following described land (and other lands) situated in Sublette County, State of Wyoming, to wit:

Township 31 North, Range 114 West, 6th P. M.
 Section 14: S₂SW₄
 Section 22: NE₄NE₄¹, SW₄NE₄¹, SE₄NW₄¹, E₂SW₄¹, NW₄SE₄¹
 Section 23: NW₄¹, NW₄SW₄¹
 Section 27: NW₄NW₄¹
 Section 28: NE₄NE₄¹, S₂NE₄¹, SE₄NW₄¹, N₂SW₄¹
 Section 29: NE₄SE₄¹

which mortgage (deed of trust) is dated the 13th day of November, 19 61, and recorded in Book 15 of Mortgages, of Sublette, State of Wyoming, at Page 401 in the County of Sublette, State of Wyoming;

AND WHEREAS, the above-described land is now owned by the undersigned Lessor (whether one or more) and by oil and gas lease dated May 14, 19 62, the undersigned Lessor leased for oil and gas said land to The Superior Oil Company

of Casper, State of Wyoming, (hereinafter called Lessee) for a primary term of Ten (10) years which lease the said Lessee is willing to purchase and accept if the Mortgagee will subordinate the lien of said mortgage (deed of trust) in so far as the working interest under the said lease is concerned;

AND WHEREAS the Mortgagee is willing so to subordinate the lien of said mortgage (deed of trust) if the Lessor will authorize payment to the Mortgagee of any and all bonuses, delay rentals, and royalties which may now or hereafter be payable under said lease:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the premises and the mutual agreements herein contained, the undersigned mortgagor does hereby transfer, sell and assign unto the said The Travelers Insurance Company all bonuses, delay rentals, and royalties paid or to be paid under the terms of the said lease contract; provided that so long as the conditions of the said deed of trust (mortgage) and the note which it secures are faithfully performed, the said mortgagor shall be entitled to receive and appropriate to mortgagor's own use the said bonuses, rentals, and royalties. It is the intention of the parties hereto to convey such bonuses, rents, and royalties upon a condition subsequent, to-wit, the default in the performance of the terms and conditions of said note and deed of trust (mortgage). It is agreed that upon receipt of this assignment and a statement in writing from The Travelers Insurance Company or other holder of said note, that default has occurred, the Lessee, or his assigns, shall and he is hereby authorized and directed to pay any amounts due under the terms of the lease contract to The Travelers Insurance Company until such time as the default shall be fully satisfied. This transfer shall be effective as long as and as often as default shall occur and continue. Lessee, his successors or assigns, after receipt of such notice of default, shall not be obligated to make any inquiry or investigation concerning such default or alleged default before making any payments under said lease.

As between the mortgagor and mortgagee, it is agreed that any money paid to the mortgagee under this transfer may be applied to such portion of the indebtedness of the mortgagor which is in default as the mortgagee may elect.

This transfer is given as additional security for the note above mentioned and the same shall not affect any security heretofore or hereafter to be given. Upon the release of said deed of trust (mortgage), this transfer shall become null and void.

The Travelers Insurance Company, hereby agrees that said deed of trust lien and all liens held by it on the above described land are hereby subordinated to the lease of the Lessee herein described as though its liens had been created subsequent to the execution, delivery and due registration of said lease. In the event of foreclosure of the lien or liens herein described and mentioned, the purchaser at the foreclosure sale shall take title to the property described in the deed of trust (mortgage), subject to the rights of the Lessee or his/its assigns.

EXECUTED in duplicate this 14th day of May, 19 62.

THE TRAVELERS INSURANCE COMPANY

ATTEST:

S. J. Rees
S. J. Rees, Assistant Secretary

By: *R. C. Wilkins*, Vice President

Gordon Mickelson
GORDON MICKELSON
Margaret Mickelson
MARGARET MICKELSON