

Loan No. 2 023 788  
FEAR, C. A.

# SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, hereinafter called LENDER, is the owner and holder of a note for \$ 35,000.00 dated November 16, , 19 53, secured by a mortgage of the same date, recorded in Book 7 , Page 375 , of the records of Sublette County, State of Wyoming , and,

WHEREAS, the following described property, together with oil, gas and mineral rights included therewith, to-wit:

The Southeast Quarter (SE $\frac{1}{4}$ ) of Section Seven (7); Lots One (1) and Two (2) the East Half of the Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$ ) and the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Eighteen (18), Township Twenty-nine (29) North, Range One Hundred Eleven (111) West of the Sixth (6th) Principal Meridian.

The Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$ ), the South Half of the Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$ ), the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$ ), the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$ ) and the North Half of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$ ) of Section Eleven (11), the West Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$ ), the Northwest Quarter (NW $\frac{1}{4}$ ), the North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$ ), the North Half of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$ ) and the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section Twelve (12); the East Half of the Northeast Quarter (E $\frac{1}{2}$ NE $\frac{1}{4}$ ) of Section Thirteen (13), Township Twenty-nine (29) North, Range One Hundred Twelve (112) West of the Sixth (6th) Principal Meridian.

RECORDED *Dec. 18* 1963 3:00 P M  
IN BOOK *37 Oil & Gas* PAGE *225*  
FEES \$: *2.00* COUNTY CLERK  
SUBLETTE COUNTY, PINEDALE, WYOMING

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includes a portion thereof which  
has been leased by C. A. Fear, Jr. and Dorothy Fear

(hereinafter called OWNER, whether one or more), to Green River Basin Natural Gas Company

(hereinafter called LESSEE, whether one or more), by lease dated June 19, 19 63, and recorded in Book 36 , Page 514 , of the records of said Sublette County and State; and recorded September 3, 1963, and

WHEREAS, all or a part of the above described lands so leased is encumbered by the above described mortgage, and

WHEREAS, OWNER has not assigned said lease or any rents (as hereinafter defined) thereunder heretofore, and OWNER and LESSEE desire LENDER to subordinate its said mortgage to said lease and LENDER, as a condition to effecting such subordination, requires that OWNER (a) assign to LENDER said lease together with all rents payable under said lease, and (b) covenant and agree with LENDER as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and in further consideration of One Dollar, receipt of which is hereby acknowledged, it is agreed as follows:

1. OWNER assigns to LENDER said lease and all rents which may be due or which, from time to time, may become due, under the terms thereof, with the right at LENDER'S option, at any time and from time to time, to demand and receive the same, and after payment of all of LENDER'S reasonable expense, including reasonable attorney's fees, incurred in acting pursuant to this assignment, to apply the balance of said rents, at LENDER'S option, either to the principal of said note or to the payment of any amounts due under said