

APPENDIX D

DEED AND TITLE RECORDS

- D-1. 317 S. 3RD STREET
- D-2. 570 N. 3RD STREET
- D-3. 309 E. FLINT
- D-4. 655 N. 3RD STREET
- D-5. 502/504 S. 4TH STREET
- D-6. 502 GRAND AVENUE
- D-7. 755/757 N. 4TH STREET
- D-8. 312 S. 3RD STREET
- D-9. 305, 307, 309 S. 3RD STREET
- D-10. 851 N. 3RD STREET
- D-11. 211 FREMONT STREET
- D-12. 310 S. 3RD STREET

APPENDIX D-1

317 S. 3RD STREET

RECORDING REQUESTED BY
FABIAN AND CLENDENIN

AND WHEN RECORDED MAIL TO

Name William Adams
Street Address Fabian & Clendenin
P.O. Box 510210
City & State Salt Lake City, Utah

MAIL TAX STATEMENTS TO

Name
Street Address
City & State

842834
THIS INSTRUMENT FILED FOR RECORDS

AND/OR RECORDED
MICROFILM RECORDED
JACKIE R. GONZALES

BOOK 415 PAGE 319

7387

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Grant Deed

THIS FORM FURNISHED BY TICOR TITLE INSURERS

A. P. N.

The undersigned grantor(s) declare(s):
Documentary transfer tax is \$ _____
() computed on full value of property conveyed, or
() computed on full value less value of liens and encumbrances remaining at time of sale.
() Unincorporated area: () City of _____, and

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
\$10.00 and other good and
Community Linen Rental Services, Inc.

a corporation organized under the laws of the State of California hereby GRANTS to
Steiner Corporation, a Nevada corporation.

the following described real property in the City of Laramie
County of Albany, State of ~~California~~ Wyoming:

The west 50 feet Lots 1 and 2, the south 5 feet of the west 50 feet
Lot 3 and all Lots 10, 11, 12, 13, 14 and 15, Block 201, City of
Laramie, Albany County, Wyoming.

Subject to all matters of record.

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its _____ President and _____ Secretary
thereunto duly authorized.

Dated: May 30, 1991

COMMUNITY LINEN RENTAL SERVICES, INC.

STATE OF CALIFORNIA }
COUNTY OF Los Angeles } SS.

On May 30, 1991 before me, the undersigned, a Notary Public in and for said State, personally appeared
Louis Zipperman known
to me to be the _____ President, and
Sidney Coutin known to me to be

Secretary of the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.
WITNESS my hand and official seal.

Signature Margaret E. Cross
Margaret E. Cross
Name (Typed or Printed)

By Louis Zipperman
Louis Zipperman, President
By Sidney Coutin
Sidney Coutin, Secretary

CORPORATE SEAL



(This area for official notarial seal)

Title Order No. _____ Escrow or Loan No. _____

MAIL TAX STATEMENTS AS DIRECTED ABOVE

APPENDIX D-2

570 N. 3RD STREET

FILE DATE: 12/04/2001 FILE TIME: 12:47 PAGE #: 0001 OF 0005
ALBANY COUNTY, WY, JACKIE R GONZALES - COUNTY CLERK DOC #: 2001 7696 **

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT;

Las Vegas Retail, LLC, a Nevada limited liability company (Grantor) for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in handy paid by Wy Plaza, L.C., a Utah limited liability company, whose mailing address is _____, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD AND CONVEYED and by these presents does GRANT, SELL AND CONVEY unto Grantee all of Grantor's rights, titles and interest in and to that certain real property situated in Laramie County, Wyoming and more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes, together with Grantor's rights and interests in all improvement's structures and fixtures located thereon, if any (all of the above-described properties being hereinafter collectively referred to as the "Property), subject, however, to the matters set forth on Exhibit "B" attached hereto and made a part hereof for all purposes (the "Permitted Exceptions").

TO HAVE AND TO HOLD the property, together with all and singular the rights and appurtenances thereto in any wise belonging, unto Grantee and Grantee's successors and assigns forever and subject to the Permitted Exceptions. Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Executed on the 30 day of November, 2001.

Las Vegas Retail, LLC, a Nevada limited liability company

[Signature]
BY: _____

State of Nevada

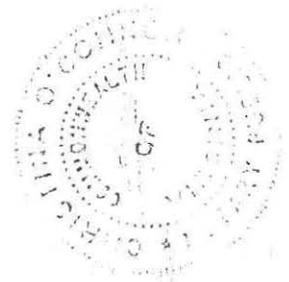
County of Fairfax

The foregoing instrument was acknowledged before me by Daniel R. Baker as manager of Las Vegas Retail, LLC, a Nevada limited liability company on the 30th day of November, 2001.

- Witness my hand and official seal.

[Signature]
Notary Public

Commission Expires: 2-29-2004



FILE DATE: 12/04/2001 FILE TIME: 12:47 PAGE #: 0002 OF 0005
ALBANY COUNTY, WY, JACKIE R GONZALES - COUNTY CLERK DOC #: 2001 7696

EXHIBIT A - LEGAL DESCRIPTION

Lots 4, 7, 8, 9 and 10, Revised Block 1, Gateway Subdivision, according to the Official Plat filed for record in Albany County, Wyoming.

FILE DATE: 12/04/2001 FILE TIME: 12:47 PAGE #: 0003 OF 0005
ALBANY COUNTY, WY, JACKIE R GONZALES - COUNTY CLERK DOC #: 2001 7696

EXHIBIT B - EXCEPTIONS TO TITLE

1. Taxes and special assessments for the year 2002 and subsequent years, which are not yet due and payable.
2. Reservations contained in Patent from the United States of America.
3. Mineral Rights, claims or title to minerals in or under said land, including but not limited to metals, oil, gas, coal, or other hydrocarbons, sand, gravel or stone, and easement or other rights or matters relating thereto, whether express or implied.
4. Patent from The United States of America, recorded in Book B, Page 180, Albany County, Wyoming records, recites: "Yet excluding and excepting from the transfer by these presents, 'All Mineral Lands', should any such be found to exist in the tracts described in the foregoing, but this exclusion and exception, according to the terms of the Statutes, shall not be construed to include coal and iron lands."
5. Reservation of minerals set forth in instrument dated April 4, 1979, recorded January 23, 1980, in Book 295, Page 201, Albany County, Wyoming records.
6. Subdivision Agreement recorded January 29, 1980, in Book 295, Page 330, Albany County, Wyoming records.
7. Shopping Center Lease dated April 7, 1980, recorded May 28, 1980, in Book 297, Page 610, Albany County, Wyoming records, between City View Partners, a Wyoming partnership, as Lessor, and Safeway Stores, Incorporated, a Maryland corporation, as Lessee; and Amendment to Shopping Center Lease dated May 5, 1981, recorded June 17, 1981, in Book 307, Page 397, Albany County, Wyoming; and Modification to Amendment to Shopping Center Lease dated August 31, 1981, recorded February 11, 1982, in Book 313, Page 858, Albany County, Wyoming records; and Subordination, Attornment and Nondisturbance Agreement dated August 7, 1997, recorded September 4, 1997, in Book 512, Page 758, Albany County, Wyoming; Subordination, Attornment and Nondisturbance Agreement dated August 19, 1999, recorded September 22, 1999, in Book 1999, Page 6355, Albany County, Wyoming records, between Las Vegas Retail, LLC, a Nevada limited liability company, as Lessor, and Safeway Stores 46, Inc., a Delaware corporation, successor in interest to Safeway Stores, Incorporated, a Maryland corporation, as Lessee, and PW Real Estate Investments, Inc., a Delaware corporation, as Lender.
8. Establishment of Easements with Covenants and Restrictions Affecting Land recorded June 17, 1981, in Book 307, Page 401, Albany County, Wyoming records; and Amendment to Establishment or Easement with Covenants and Restrictions Affecting Land recorded December 23, 1981, in Book 312, Page 686, Albany County, Wyoming records; and Second Amendment to Establishment of Easements with Covenants and Restrictions Affecting Land recorded January 5, 1984, in Book 335, Page 61, Albany County, Wyoming records; and Third Amendment to Establishment or Easements with Covenants and Restrictions Affecting Land as evidenced by Affidavit Concerning Status of Title recorded June 15, 1994, in Book 461 of MF, Page 248, Albany County, Wyoming records; Amended and Restated Establishment of Easements with Covenants and Restrictions Affecting Land, recorded November 21, 2001, in Book 2001, Page 7419, Albany County, Wyoming records.
9. Easement or easements established or disclosed in document dated November 6, 1981, recorded March 8, 1982, in Book 314, Page 495, Albany County, Wyoming records.
10. Easement or easements established or disclosed in document dated January 29, 1993, recorded in Book 438, Page 269, Albany County, Wyoming records.
11. Memorandum of Lease dated December 6, 1982, recorded in Book 439, Page 824, Albany County, Wyoming records, between City View Partners, a Wyoming general partnership, as Landlord, and K Mart Corporation, a Michigan corporation, as Tenant; and Subordination, Nondisturbance and Attornment Agreement dated August 27, 1997, recorded September 4, 1997, in Book 512, page 797.

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ALBANY COUNTY, WY, JACKIE R GONZALES - COUNTY CLERK DOC #: 2001 7696

Albany County, Wyoming records; Subordination, Nondisturbance and Attornment Agreement dated August 19, 1999, recorded August 22, 1999, in Book 1999, Page 6351, Albany County, Wyoming records, between Kmart Corporation, a Michigan Corporation, as Tenant, and PW Real Estate Investments, Inc. as Lender.

12. Memorandum of Lease recorded August 29, 1997, in Book 512, Page 496, Albany County, Wyoming records, by TMP Gateway, LLC, a Delaware corporation, and Doddsco, Inc., also known as Dodds Sports Locker and Shari's Management Corporation also known as Shari's; and Subordination, Non-Disturbance and Attornment Agreement dated September 2, 197, recorded September 4, 1997, in Book 512, Page 893, Albany County, Wyoming records, by and between TMP Gateway, LLC, a Delaware limited liability company, Landlord, and Shari's Management Corporation, Tenant and Lehman Brothers Holding, Inc., a Delaware corporation, Mortgagee.
13. Memorandum of Lease dated August 22, 1997, recorded September 15, 1997, in Book 513, Page 375, Albany County, Wyoming records, by Provident Life & Accident Insurance Company leased by Payless Shoesource, Inc., a Missouri corporation for a term of 5 years; and Subordination, Non-Disturbance and Attornment Agreement recorded October 7, 1997, in Document No. 10131, Albany County, Wyoming records; Subordination, Non-Disturbance and Attornment Agreement dated August 18, 1999, recorded September 22, 1999, in Book 1999, Page 6354, Albany County, Wyoming records, by and between Payless Shoesource, Inc., a Missouri corporation, as Tenant, and PW Real Estate Investments, Inc., as Lender, and Las Vegas Retail, LLC, a Nevada corporation, as Landlord.
14. Memorandum of Lease dated September 12, 1997, recorded October 9, 1997, in Document No. 10201, Albany County, Wyoming records, by TMP Gateway, L.L.C., (Lessor) and Shari's Management Corporation, an Oregon corporation (Lessee); Subordination, Non-Disturbance and Attornment Agreement dated August 19, 1999, recorded September 22, 1999, in Book 1999, Page 6357, Albany County, Wyoming records, by and among PW Real Estate Investments Inc., as Lender, and Shari's Management Corporation, as Tenant, and Las Vegas Retail, LLC, as Landlord.
15. Leasehold Mortgage, Assignments of Rents, Security Agreement and Fixture Filing dated September 29, 1997, recorded October 9, 1997, in Book 1997 Page 10202, Albany County, Wyoming records, between Shari's Management Corporation, Mortgagor and BankBoston, N.A. (as Agent), Mortgagee; and First Amendment to Leasehold Mortgage, Assignment of Rents, Security Agreement and Fixture Filing, dated February 22, 1999, recorded March 5, 1999, in Book 1999 Page 1441, Albany County, Wyoming records, between Shari's Management Corporation, a Delaware Corporation, Successor to Shari's Management Corporation, an Oregon Corporation, Mortgagor and BankBoston, N.A. (as agent), Mortgagee.
16. Covenants and restrictions contained in instrument recorded July 30, 1999, in Book 1999, at Page 4977, Laramie County, Wyoming records, but omitting any such covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicap persons.
17. Mortgage, Security Agreement and Assignment of Leases and Rents dated August 19, 1999, recorded August 20, 1999, in Book 1999, Page 5576, Albany County, Wyoming, from Las Vegas Retail, LLC, a Nevada limited liability company, to PW Real Estate Investments, Inc., a Delaware corporation, securing the original sum of \$6,101,000.00; Assignment of Leases and Rents dated August 19, 1999, recorded August 20, 1999, in Book 1999, Page 5577, Albany County, Wyoming records; Assigned to Paine Webber Real Estate Securities Inc., by Assignment of Mortgage, Security Agreement and Assignment of Leases and Rents, dated August 17, 1999, recorded August 20, 1999, in Book 1999, Page 5578, Albany County, Wyoming records; Assignment of Assignment of Leases and Rents dated August 17, 1999, recorded August 20, 1999, in Book 1999, Page 5579, Albany County, Wyoming records; Modification of Mortgage, Security Agreement and Assignment of Leases and Rents dated September 29, 1999, recorded October 19, 1999, in Book 1999, Page 7077, Albany County, Wyoming records; Assigned to Norwest Bank Minnesota, National Association, as trustee for the registered holders of Merrill Lynch Mortgage Investors, Inc., Mortgage Pass-Through Certificates, Series 1999-C1, by Assignment of Mortgage, Security Agreement and Assignment of Leases and

FILE DATE: 12/04/2001 FILE TIME: 12:47 PAGE #: 0005 OF 0005
ALBANY COUNTY, WY, JACKIE R GONZALES - COUNTY CLERK DOC #: 2001 7696

- Rents dated November 4, August 19, 1999, recorded February 14, 2000, in Book 2000, Page 747, Albany County, Wyoming records; Assignment of Assignment of Leases and Rents dated August 19, 1999, recorded February 14, 2000, in Book 2000, Page 748, Albany County, Wyoming records
18. Financing Statement recorded August 20, 1999, in Book 1999, Page 5580, Albany County, Wyoming records, from Las Vegas Retail, LLC, to PW Real Estate Investments Inc.; Assigned to Painewebber Real Estate Securities Inc., by Assignment of Financing Statement recorded August 20, 1999, in Book 1999, Page 5581, Albany County, Wyoming records.
 19. Terms and Conditions of unrecorded Lease by and between Las Vegas Retail, LLC, as Landlord, and Cost Cutters, as Tenant dated July 1, 1999; Subordination, Non-Disturbance and Attornment Agreement dated August 10, 1999, record September 22, 1999, in Book 1999, Page 6349, Albany County, Wyoming, by and among PW Real Estate Investments Inc., as Lender, and Cost Cutters, as Tenant, and Las Vegas Retail, LLC, as Landlord.
 20. Terms and Conditions of unrecorded Lease by and between Las Vegas Retail, LLC, as Landlord, and DownEast Outfitters, as Tenant dated May 1, 1999; Subordination, Non-Disturbance and Attornment Agreement dated August 2, 1999, record September 22, 1999, in Book 1999, Page 6350, Albany County, Wyoming, by and among PW Real Estate Investments, Inc., as Lender, and DownEast Outfitters, as Tenant, and Las Vegas Retail, LLC, as Landlord.
 21. Terms and Conditions of unrecorded Lease by and between Las Vegas Retail, LLC, as Landlord, and Clyde and Denise Harnden dba Mane Event Hair Salon, as Tenant dated March 7, 1997; Subordination, Non-Disturbance and Attornment Agreement dated August 19, 1999, record September 22, 1999, in Book 1999, Page 6353, Albany County, Wyoming, by and among PW Real Estate Investments Inc., as Lender, and Clyde and Denise Harnden dba Mane Event Hair Salon, as Tenant, and Las Vegas Retail, LLC, as Landlord.
 22. Terms and Conditions of unrecorded Lease by and between Las Vegas Retail, LLC, as Landlord, and Sally Beauty Company, Inc., dba Sally Beauty Supply, as Tenant dated December 18, 1998; Subordination, Non-Disturbance and Attornment Agreement dated July 13, 1999, record September 22, 1999, in Book 1999, Page 6356, Albany County, Wyoming, by and among PW Real Estate Investments Inc., as Lender, and Sally Beauty Company, Inc., dba Sally Beauty Supply, as Tenant, and Las Vegas Retail, LLC, as Landlord.
 23. Encroachment shown on ALTA/ACSM Land Title Survey by Coffey & Associates, L.L.C, dated November 14, 2001, curb encroachment of 1.63' and 1.57' from Lot 5 onto property.

**CORPORATION
SATISFACTION OF MORTGAGE / DEED OF FULL RELEASE**

GRANTOR: NORTH AMERICAN SAVINGS BANK, F.S.B., 12498 S. 71 Hwy., Grandview, MO 64030
GRANTEE: WY PLAZA, L.C., a Utah limited liability company

GRANTEE'S MAILING ADDRESS: 2733 E PARLEYS WAY SUITE 300 SALT LAKE CITY UT 84109

DATE OF DOCUMENT: SEPTEMBER 1, 2009 **DATE OF RECORDING:** SEPTEMBER 1, 2009

DEED OF TRUST / MORTGAGE: DOCUMENT # 2009-5600 **BOOK** **PAGE**

ASSIGNMENT OF LEASES: DOCUMENT # 2009-5601 **BOOK** **PAGE**

COUNTY: ALBANY **STATE:** WYOMING

LEGAL DESCRIPTION:
SEE ATTACHED LEGAL EXHIBIT A

In consideration of the full payment of said debt, Grantor, as owner and holder of the Note evidencing the debt secured by the above referenced documents, does hereby acknowledge satisfaction of said documents, and releases the property therein described from the lien and effect of the same.

IN WITNESS WHEREOF, North American Savings Bank, F.S.B., has caused these presents to be signed by it's Vice President and the corporate seal to be hereto affixed.

DATED: November 30, 2011

NORTH AMERICAN SAVINGS BANK, F.S.B.


By: Lori A. West, Vice President

In the State of Missouri, County of Jackson, before me, the undersigned, a notary public in and for said County and State appeared Lori A. West to me personally known who being by me duly sworn, did say that she is Vice President of North American Savings Bank, F.S.B., a federally chartered banking corporation, and that the above instrument was signed on behalf of said corporation by authority of its board of directors, and said acknowledged the execution of said instrument to be the free act and deed of said corporation.

DATED: November 30, 2011


Notary Public

After Recording Mail To:
North American Savings Bank
12520 S. 71 Highway.
Grandview, MO 64030

Prepared by: dgosoros

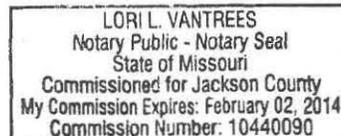


EXHIBIT A

All of Lots 4, 7, 8, 9 and 10, Revised Block 1, as shown on the record plat of Gateway Subdivision, in the City of Laramie, recorded on November 21, 2001 as Document No. 2001-7419 among the Real Estate Records of the County Clerk (as ex-officio Register of Deeds) for Albany County, Wyoming.

ALBANY COUNTY, LARAMIE, WY JACKIE R. GONZALES, ALBANY CO CLK

12/5/2011 12:08 PM #2011-6247 2 OF 2

UCC FINANCING STATEMENT AMENDMENT
 FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME /PHONE OF CONTACT AT FILER [optional] Deb Gosoroski (816) 316-4510
B. SEND ACKNOWLEDGMENT TO: (Name and Address) NORTH AMERICAN SAVINGS BANK, F.S.B. ATTN: LOAN SERVICING 12520 S. 71 HIGHWAY GRANDVIEW, MO 64030

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 2009-5602	Book	Page	1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Orig File Date: <input checked="" type="checkbox"/>
---	------	------	---

2 TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3 CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4 ASSIGNMENT (full or partial). Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
 Also check one of the following three boxes and provided appropriate information in items 6 and/or 7.
 CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change in item 7c.
 DELETE name: Give record name to be deleted in item 6a or 6b.
 ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME WY PLAZA, L.C.			
OR 6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME			
OR 7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
7d. TAX ID#: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE	

8. AMENDMENT (COLLATERAL CHANGE): check only one box
 Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.
 SEE ATTACHED LEGAL EXHIBIT A

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME NORTH AMERICAN SAVINGS BANK, F.S.B.			
OR 9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA
 170453779 WY PLAZA, L.C.

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)
2009-5602

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)

12a ORGANIZATION'S NAME

NORTH AMERICAN SAVINGS BANK, F.S.B.

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

13. Use this space for additional information

Secured Party: North American Savings Bank FSB
12520 S. 71 Highway
Grandview, MO 64030

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

Debtor: WY PLAZA, L.C.

2733 EAST PARLEY'S WAY

SUITE 300

SALT LAKE CITY, UT 84109

EXHIBIT A

All of Lots 4, 7, 8, 9 and 10, Revised Block 1, as shown on the record plat of Gateway Subdivision, in the City of Laramie, recorded on November 21, 2001 as Document No. 2001-7419 among the Real Estate Records of the County Clerk (as ex-officio Register of Deeds) for Albany County, Wyoming.

Return to: Rocky Mountain Power
115 McConnell Street
Laramie, WY 82072

CC#: 11311 Work Order#: 5003254

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **WY Plaza, L.C.** a Utah limited liability company ("Grantor"), hereby grants to PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power its successors and assigns, ("Grantee"), an easement for a right of way **10** feet in width and **24.50** feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, and vaults on, across, or under the surface of the real property of Grantor in **Albany County, State of Wyoming**, more particularly described as follows and as more particularly described and/or shown on Exhibit(s) "**A**" attached hereto and by this reference made a part hereof:

Legal Description: **Lot 4, Revised Block 1, Gateway Subdivision, according to the official plat filed for record in Albany County, Wyoming.**

Assessor Map No. 1673-33 Assessor Parcel No. 05-1673-33-2-32-005-00

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

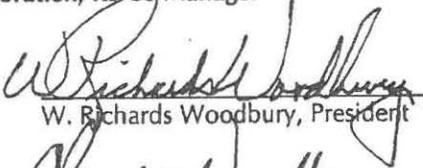
The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

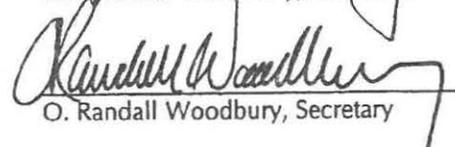
DATED this 10th day of MARCH, 2008

[Handwritten signature]
WJ

WY PLAZA, L.C., a Utah limited liability company

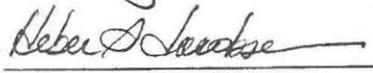
By: **WOODBURY CORPORATION**, a Utah
corporation, Its Co-Manager

By: 
W. Richards Woodbury, President

By: 
O. Randall Woodbury, Secretary

By: **THORNTON DEVELOPMENT & INVESTMENT,
LLC**, a Utah limited liability company, Its Co-
Manager

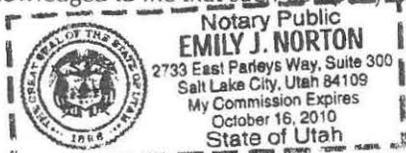
By: 
Scott W. Thornton, Manager

By: 
Heber S. Jacobsen, Co-Manager

ACKNOWLEDGMENT

STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)

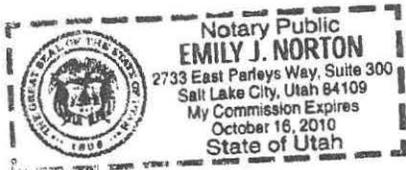
On the 10th day of March, 2008 before me personally appeared W. RICHARDS WOODBURY and O. RANDALL WOODBURY, to me personally known, who being by me duly sworn did say that they are the President and Secretary of WOODBURY CORPORATION, the Manager of that certain company known as WY PLAZA, L.C., the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.



Emily J. Norton
Notary Public

STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)

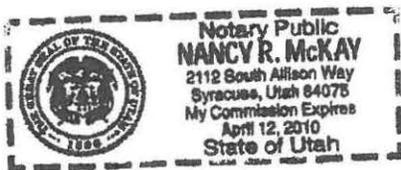
On the 12th day of March, 2008 before me personally appeared SCOTT W. THORNTON, to me personally known, who being by me duly sworn did say that he is the Manager of THORNTON DEVELOPMENT & INVESTMENT, LLC, the Manager of that certain company known as WY PLAZA, L.C., the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.



Emily J. Norton
Notary Public

STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)

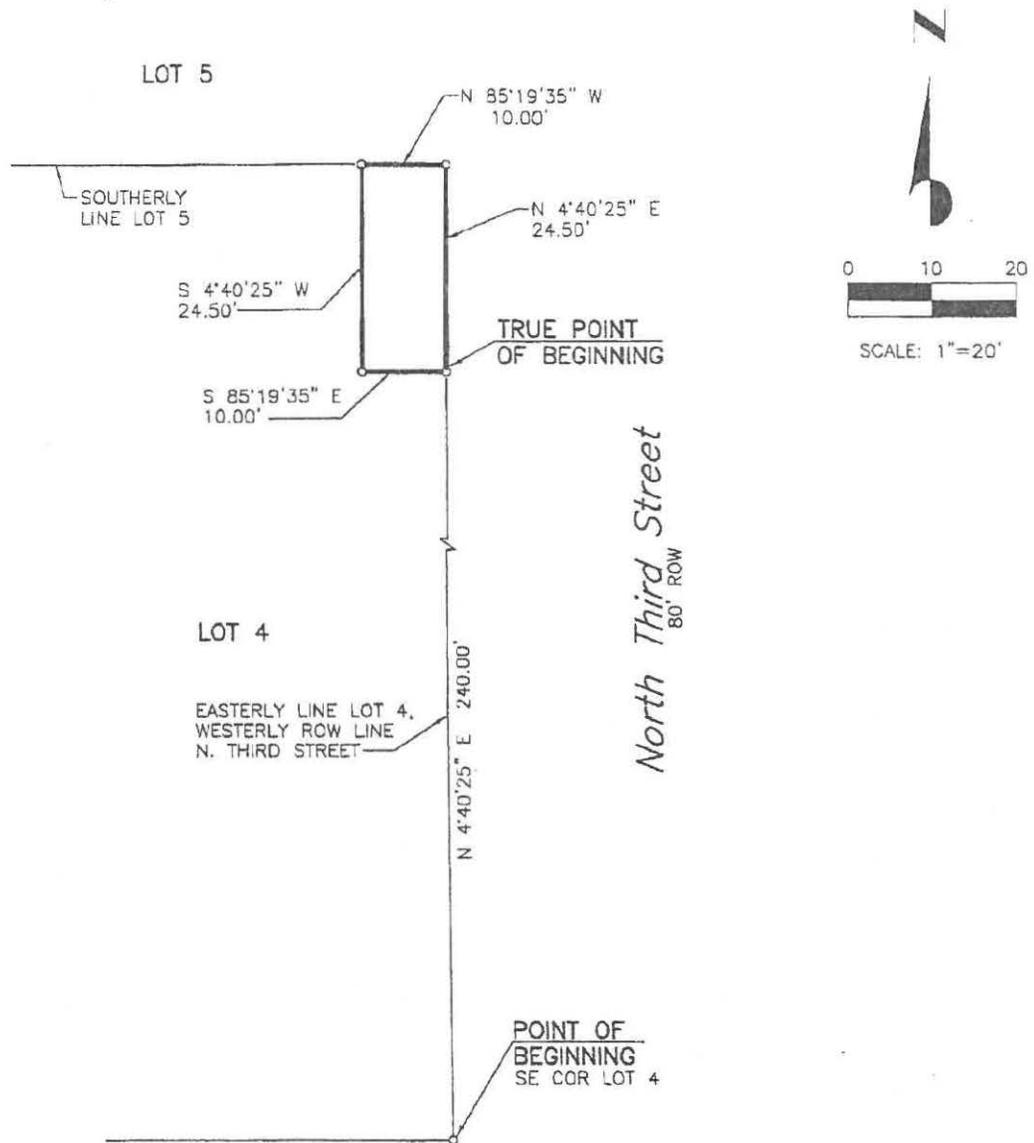
On the 18th day of March, 2008 before me personally appeared HEBER S. JACOBSEN, to me personally known, who being by me duly sworn did say that he is the Manager of that certain company known as WY PLAZA, L.C., the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.



Nancy R. McKay
Notary Public

Handwritten initials/signature

EXHIBIT A



NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY,
 IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION



SAFEWAY, INC.
 6900 SOUTH YOSEMITE STREET
 ENGLEWOOD, COLORADO 80112
 TEL: (303) 843-7600

PREPARED BY:

GALLOWAY
 5350 DTC PARKWAY
 GREENWOOD VILLAGE, CO 80111
 TEL:(303)770-8884
 FAX:(303)770-3636

DESIGNED BY: LLP	CHECKED BY: LLP	DATE: 6/11/2007	556 N. 3RD STREET LARAMIE, WY
DRAWN BY: CJH	DISK FILE: SA34.1_Exh_Esmt	SCALE: 1"=20'	

[Handwritten signature]

APPENDIX D-3

309 E. FLINT

WARRANTY DEED

TZ738

651 North Third Street
Lot 8, Block 97 Union Pacific Railway Company's Third Addition to the
City of Laramie, Albany County, Wyoming

McCLURE COMPANY, a partnership consisting of John T. McClure, Michael J. McClure, and Ginger Taylor, formerly Ginger McClure, "Grantor", of Laramie, Albany County, Wyoming for TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid, CONVEYS AND WARRANTS to FINCH PROPERTIES, LLC, a Wyoming limited liability company, "Grantee", whose address is 3418 East Pershing Blvd., Cheyenne, WY 82001, the following described real estate, to wit:

All Lot 8, Block 97, Union Pacific Railway Company's Third Addition to the City of Laramie, Albany County, Wyoming;

Together with all improvements thereon and all appurtenances thereto;

Subject to covenants, easements, reservations, restrictions, and rights-of-way of record; and

Including the release and waiver of all rights under and by virtue of the homestead and exemption laws of the State of Wyoming.

Witness our hands this 5 day of May, 2004.

McCLURE COMPANY, A PARTNERSHIP

By [Signature]
JOHN T. McCLURE, Partner

By [Signature]
MICHAEL J. McCLURE, Partner

By [Signature]
GINGER TAYLOR, Partner
(Formerly, Ginger McClure)
formerly Ginger McClure

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The foregoing WARRANTY DEED was acknowledged personally before me by JOHN T. McClure, a partner of McClure Company, a partnership, as "Grantor", this 5 day of May, 2004.

Witness my hand and official seal.

[Signature]
NOTARY PUBLIC



My Co 9-21-06

APPENDIX D-4

655 N. 3RD STREET

File No.: 08-09-15/TG-5547 (CB)

WARRANTY DEED

Dale L. Davison and M. Geane Davison, Trustees or Successor Trustees of the Davison Family Trust, dated February 19, 2007, grantor(s) of **Iron** County, State of **UT**, for and in consideration of Ten Dollars and Other Good and Valuable Consideration, in hand paid, receipt whereof is hereby acknowledged, Convey and Warrant To

J Cubed Holdings, LLC, a Wyoming limited liability company, grantee(s),

whose address is: 1514 Besant Fort of Albany County and State of Wyo, the following described real estate, situate in **Albany** County and State of **Wyoming**, to wit:

Parcel I:

The South 23.83 feet of Lot 6, and all of Lot 7, Block 97, Union Pacific Railway Company's Third Addition to the City of Laramie, Albany County, Wyoming.

Parcel II:

The South .40 feet of the West 91.2 feet of the North 42.17 feet of Lot 6, Block 97, Union Pacific Railway Company's Third Addition to the City of Laramie, Albany County, Wyoming.

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

Witness my/our hand(s) this 24 day of November, 2008.

Davison Family Trust, dated February 19, 2007

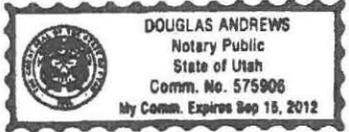
By: [Signature] [Signature]
Dale L. Davison, Trustee M. Geane Davison, Trustee

State of **Utah**)
)ss.
County of **Iron**)

The foregoing instrument was acknowledged before me this 24 day of November, 2008, by Dale L. Davison and M. Geane Davison, Trustees or Successor Trustees of the Davison Family Trust, dated February 19, 2007 .

Witness my hand and official seal.

My commission expires: 9/15/2012 [Signature]
Notary Public



RECORDATION REQUESTED BY:

First Interstate Bank
 Laramie Downtown Branch
 221 Ivinson Street
 P. O. Box 1307
 Laramie, WY 82073-1307

WHEN RECORDED MAIL TO:

First Interstate Bank
 Laramie Downtown Branch
 221 Ivinson Street
 P. O. Box 1307
 Laramie, WY 82073-1307

ALBANY COUNTY, LARAMIE, WY JACKIE R. GONZALES, ALBANY CO CLK

7/13/2012 9:30 AM #2012-4042 1 OF 6

SEND TAX NOTICES TO:

First Interstate Bank
 Laramie Downtown Branch
 221 Ivinson Street
 P. O. Box 1307
 Laramie, WY 82073-1307

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MORTGAGE**

THIS MORTGAGE dated July 5, 2012, is made and executed between J CUBED HOLDINGS, whose address is 1514 Beaufort, Laramie, WY 82072 (referred to below as "Grantor") and First Interstate Bank, whose address is 221 Ivinson Street, P. O. Box 1307, Laramie, WY 82073-1307 (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, (the "Real Property") located in Albany County, State of Wyoming:

Parcel I: The South 23.83 feet of Lot 6 and all of Lot 7, Block 97, Union Pacific Railway Company's Third Addition to the City of Laramie, Albany County, Wyoming. **Parcel II:** The South .40 feet of the West 91.20 feet of the North 42.17 feet of Lot 6, Block 97, Union Pacific Railway Company's Third Addition to the City of Laramie, Albany County, Wyoming.

The Real Property or its address is commonly known as 655 N 3rd Street, Laramie, WY 82072.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future 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.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all Indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) 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.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) 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 Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) 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 Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. 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 Substances. Grantor hereby (1) 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 (2) agrees to indemnify, defend, 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 and defend, 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), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. 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 Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real 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, including without limitation, the Americans With Disabilities Act. 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 or 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 Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without 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 in the Real Property; 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 an interest in the Real Property. 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 such 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 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 any liens having priority over or equal to the interest of Lender under this Mortgage, except for the Existing Indebtedness referred to in this Mortgage or those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest 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 \$10,000.00. 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. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. 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 be 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, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing 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.

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 \$10,000.00. 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 Lender's election, receive and retain the proceeds of any insurance and 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 under this Mortgage. 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 pay 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 as Grantor's interests may appear.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to comply with any obligation to maintain Existing Indebtedness in good standing as required below, or to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then 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 will become a part of the Indebtedness and, 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: (1) the term of any applicable insurance policy; or (2) 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. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

EXISTING INDEBTEDNESS. The following provisions concerning Existing Indebtedness are a part of this Mortgage:

Existing Lien. The lien of this Mortgage securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

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 and documentation as may be requested by Lender from time to time to permit such participation.

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.

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: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

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, and Lender may exercise any or all of its available remedies for an Event of Default as provided above unless Grantor either (1) pays the tax before it becomes delinquent, or (2) 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 are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, 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 take whatever 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 not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the 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 to the extent permitted by applicable law.

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 (1) Borrower's and Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary 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 Borrower and Grantor pay all the Indebtedness when due, and Grantor 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.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Borrower fails to make any payment when due under 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.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

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 or any Grantor's property or Borrower's ability to repay the Indebtedness or Borrower's or Grantor's ability to 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 Borrower or Grantor or on Borrower's or Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

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

Death or Insolvency. The dissolution or termination of Borrower's or Grantor's existence as a going business, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or 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 Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Existing Indebtedness. The payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the promissory note evidencing such indebtedness, or a default occurs under the instrument securing such indebtedness and is not cured during any applicable grace period in such instrument, or any suit or other action is commenced to foreclose any existing lien on the Property.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or 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 Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

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 believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's 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 Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Borrower 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 Borrower or 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 non-judicial 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 Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) 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, Borrower and Grantor hereby waive 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. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or Borrower and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs 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 at the Note rate from the date of the expenditure until repaid. 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 and expenses 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. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. 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. 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. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

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 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.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

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.

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Wyoming without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Wyoming.

Joint and Several Liability. All obligations of Borrower and Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Mortgage. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Mortgage.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given 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 Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. 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 of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under 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 and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision 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.

Successors and Assigns. Subject to any 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.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means J CUBED HOLDINGS, DOWN TO EARTH DRY CLEANERS AND LAUNDRY, JEREMY JONES, DARREL D JONES and JOANNE K JONES and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation 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 thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Mortgage.

Grantor. The word "Grantor" means J CUBED HOLDINGS.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means 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, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means First Interstate Bank, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated July 5, 2012, in the original principal amount of \$74,946.58 from Borrower 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 July 5, 2027.

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 real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

J CUBED HOLDINGS

By: [Signature]
JEREMY JONES, Member of J CUBED HOLDINGS

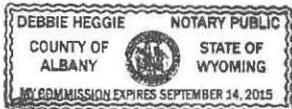
By: [Signature]
DARREL D JONES, Member of J CUBED HOLDINGS

By: [Signature]
JOANNE K JONES, Member of J CUBED HOLDINGS

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of Wyoming
County of Albany

This instrument was acknowledged before me on 7/15/12 (date) by JEREMY JONES, Member of J CUBED HOLDINGS; DARREL D JONES, Member of J CUBED HOLDINGS; and JOANNE K JONES, Member of J CUBED HOLDINGS.



[Signature]
(Notarial Signature)
My commission expires: 9/14/15

APPENDIX D-5

502/504 S. 4TH STREET

MORTGAGE DEED

Know All Men by These Presents, That PROFESSIONAL ASSOCIATES, a partnership, consisting of Jerry P. Devin, Mason F. Skiles and William B. Davis, mortgagor..., of Laramie, County of Albany, State of Wyoming to secure the payment of Fifty Seven Thousand Six Hundred and no/100 (\$57,600.00) Dollars.

hereby mortgage.s and warrant.s to H. R. GILLESPIE and OPAL A. GILLESPIE, husband and wife, Laramie, County of Albany, State of Wyoming the following described real estate, to-wit: Lot 3 and the East 63 feet of Lot 4, Block 227, Original Town of Laramie, now the City of Laramie, Albany County, Wyoming,

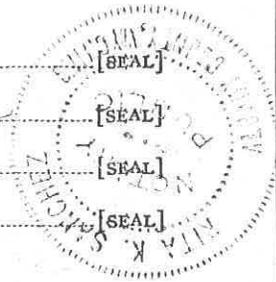
situate in Albany County, State of Wyoming, hereby releasing and waiving all rights in and to said property under and by virtue of the homestead exemption laws of the State of Wyoming, together with all the privileges, hereditaments, tenements and appurtenances thereunto belonging or in any wise appertaining thereto. The mortgagor agrees to pay all taxes and assessments on said premises, to keep the buildings thereon insured in a sum not less than \$ 57,600.00 during the life of this mortgage, payable to the mortgagee, and in case he does not, the mortgagee may insure said building or buildings and pay said taxes and all amounts so paid shall be added to and considered as part of the above indebtedness hereby secured. In case of default of payment of either interest or principal then the whole indebtedness herein secured shall become due and payable, and the mortgagee may proceed, pursuant to law, to foreclose on said property, and in case of foreclosure, the mortgagor hereby agrees to pay all costs of the same, including a reasonable attorney's fee.

Dated this 1st day of May, A. D. 1974

~~Signed, sealed and delivered in presence of~~

Jerry P. Devin
Irene K. Devin
Mason F. Skiles
Sharlene B. Skiles

William B. Davis
Gladys M. Davis



THE STATE OF WYOMING,
County of ALBANY } ss.

I, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jerry P. and Irene K. Devin, Mason F. and Sharlene B. Skiles and William B. and Gladys M. Davis personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of their rights of homestead in and to the property therein described.

And I further certify that the said Irene K. Devin, Sharlene B. Skiles and Gladys M. Davis were by me fully apprised of their right, and the effect of signing and acknowledging said instrument, the contents and nature of which were explained to them by me, and thereupon, while so separate and apart from their husbands and out of the hearing of them, signed and acknowledged said instrument, and acknowledged to me that they released and waived their right of homestead in and to said property, and also signed and acknowledged said instrument freely and voluntarily, for the uses and purposes therein set forth.

My commission expires MY COMMISSION EXPIRES JANUARY 21, 1978

Given under my hand and notarial seal this 1st day of May, A. D. 1974

Notary Public signature and name

Released 15th of May by 607761 BK 234 page 515

WARRANTY DEED

H. R. Gillespie and Opal A. Gillespie, husband and wife,

grantor S, of Albany County, and State

of Wyoming, for and in consideration of Ten Dollars and other good

and valuable consideration DOLLARS

in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT TO Professional

Associates, a partnership consisting of Mason F. Skiles, William B.

Davis and Jerry P. Devin, partners,

grantee, of Albany County and State of Wyoming

the following described real estate, situate in Albany County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot Three (3) and the East 63 feet of Lot Four (4), Block Two Hundred twenty-seven (227), Original Town of Laramie City, now the City of Laramie, Albany County, Wyoming, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining and all improvements thereon, and especially waiving and relinquishing any and all rights that may have accrued to grantors by virtue of the Homestead Exemption Laws of the State of Wyoming.

Subject to reservations, restrictions, easements and right of ways heretofore placed of record in the office of the County Clerk of Albany County, Wyoming.

WITNESS our hand S this 1st day of May, 1974.

H. R. Gillespie
H. R. Gillespie

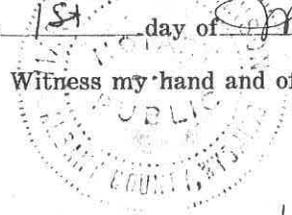
Opal A. Gillespie
Opal A. Gillespie

State of Wyoming }
County of Albany } ss.

The foregoing instrument was acknowledged before me by H. R. Gillespie and Opal A. Gillespie,

this 1st day of May, 1974.

Witness my hand and official seal.



Mary Blue Johnson
Signature

Notary Public
Title of Officer

My Commission Expires: 1-15-77

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That PROFESSIONAL ASSOCIATES, A PARTNERSHIP
COMPOSED OF MASON F. SKILES, SHARLENE B. SKILES, JERRY P. DEVIN & IRENE K. DEVIN
herein designated as Mortgagor, of 502 S. 4TH, County of

ALBANY, State of WYOMING, to secure the payment of the principal
sum of TEN THOUSAND SIXTY SIX AND NO/100-----Dollars (\$10,066.00)
with interest as evidenced by a promissory note dated MAY 26, 1993 herewith to the order of

AMERICAN NATIONAL BANK LARAMIE

hereinafter designated Mortgagee, principal and
interest payable in 12 installments of \$ 875.59 each on the 26TH day of each
month, beginning on the 26TH day of JUNE 19, 93, each installment to be applied
first to interest, and the balance to be applied to principal, any balance of principal or interest remaining unpaid
shall be due with the FINAL installment on MAY 26, 1994,
hereby mortgages to said Mortgagee, the following-described real estate, situated in
County, State of Wyoming, to wit:

ALL OF LOT 3 AND THE EAST 63 FEET OF LOT 4, BLOCK 227,
CITY OF LARAMIE, ALBANY COUNTY, WYOMING.

***THIS INSTRUMENT IS RECORDED BY ALBANY COUNTY TITLE, INC., AS AN
ACCOMMODATION ONLY. IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION OR ITS
AFFECT UPON THE TITLE.***
including all buildings and improvements thereon (or that may hereafter be erected thereon); together with
hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertain-
ing, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all plumbing,
heating and lighting fixtures and equipment now or hereafter attached to or used in connection with said premises.
The Mortgagor hereby relinquishes and waives all rights under and by virtue of the homestead laws of the State
of Wyoming and covenants and agrees that he is lawfully seized of said premises, that they are free from all encum-
brances, and hereby covenants to warrant and defend the title of said premises against the lawful claims of all per-
sons whomsoever.

And the Mortgagor covenants and agrees with the Mortgagee as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on any interest paying date prior to maturity.

2. That the Mortgagor will pay all ground rents, taxes, assessments, water rents and other governmental or municipal charges, or other lawful charges and will promptly deliver the official receipts therefor to the said Mortgagee. In default thereof the Mortgagee may pay the same.

3. That nothing shall be done on or in connection with said property which may impair the Mortgagee's security hereunder; the Mortgagor will commit, permit or suffer no waste, impairment or deterioration of said property nor any part thereof, and said property shall be continuously maintained in good and sightly order, repair and condition by the Mortgagor at his expense.

4. That he will keep the improvements now existing or hereinafter erected on the said premises, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss he will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee, jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

5. That in case the Mortgagor defaults in the payment of ground rents, if any, taxes, assessments, water, or other governmental or municipal charges, or other lawful charges, as herein provided, the Mortgagee may without notice or demand pay the same and in case of any failure on the part of the Mortgagor to comply with the covenants of paragraph 3 hereof, the Mortgagee may effect such repairs as it may reasonably deem necessary to protect the property, at the expense of the Mortgagor. The Mortgagor covenants and agrees to repay such sums so paid and all expenses so incurred by the Mortgagee, with interest thereon from the date of payment, at the same rate as provided in the note herein described, and the same shall be a lien on the said premises and be secured by the said note and by these presents and in default of making such repayments, the whole amount hereby secured, if not then due, shall, if the said Mortgagee so elects, become due and payable forthwith, anything herein contained to the contrary notwithstanding.

6. That in the event the property covered hereby is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness secured hereby, the Mortgagor binds himself to pay the unpaid balance, and the Mortgagee will be entitled to a deficiency judgment.

7. Upon occurrence, with respect to any Mortgagor, Assignee, maker, endorser or guarantor hereof, of any of the following:

Calling of a meeting of creditors; application for, or appointment of, a receiver of any of them or their property; filing of a voluntary or involuntary petition under any of the provisions of the Bankruptcy Act or amendments thereto; issuance of a warrant or attachment; entry of a judgment; failure to pay, collect or remit any tax or tax deficiency, Federal, State or local, when assessed or due; death dissolution; making, or sending notice of an intended bulk sale; mortgage or pledge of any property; suspension or liquidation of their usual business; failure, after demand, to furnish financial information or to permit inspection of any books or records; default in payment or performance of this note or any other obligation to, or acquired in any manner by payee, or if the condition or affairs of any of them shall change as in the opinion of the Mortgagee or other legal holder thereof, shall increase its credit risk—this note and all other obligations, direct or contingent, of any maker or endorser hereof to payee shall become due and payable immediately without notice or demand.

That in case default shall be made in the payment, when due, of the indebtedness hereby secured, or of any installment thereof, or any part thereof, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, inclusive of principal, interest, arrearages, ground rents, if any taxes, assessments, water charges, expenditures for repairs or maintenance, together with all other sums payable pursuant to the provisions hereof, shall be come immediately due and payable, at the option of the Mortgagee, although the period above limited for the payment thereof may not have expired, anything hereinbefore or in said Note contained to the contrary notwithstanding, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time, and it shall be lawful for the Mortgagee to proceed to enforce the provisions of this mortgage either by suit at law or in equity, as it may elect, or to foreclose this mortgage by advertisement and sale of the above-described premises, at public vendue, for cash, according to Wyoming statutes governing mortgage foreclosures, and cause to be executed and delivered to the purchaser or purchasers at any such sale a good and sufficient deed or deeds of conveyance of the property so sold and to apply the net proceeds arising from such sale first to the payment of the costs and expenses of such foreclosure and sale and in payment of all moneys expended or advanced by the Mortgagee pursuant to the provisions of paragraph 5 hereof, and then to the payment of the balance due on account of the principal indebtedness secured hereby, together with interest thereon and the surplus, if any, shall be paid by the Mortgagee on demand, to the Mortgagor. There shall be included in any or all such proceedings, a reasonable attorney's fee. In case the Mortgagee shall fail promptly to foreclose upon the happening of any default, it shall not thereby be prejudiced in its right of foreclosure at any time thereafter during which such default shall continue and shall not be prejudiced in its foreclosure rights in case of further default or defaults.

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

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

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

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

WIVES

And the said **SHARLENE B. SKILES & IRENE P. DEVIN** ~~WIFE~~ of the said **MASON F. SKILES & JERRY P. DEVIN** upon the consideration aforesaid, does hereby release and forever quit-claim unto the Mortgagee all her rights of homestead in and to the above granted premises.

IN WITNESS WHEREOF, the Mortgagor(s) ha VE hereunto set THEIR hand(s) this 26TH

day of MAY, 19 93.

In the presence of—

Mason F. Skiles
MASON F. SKILES
Sharlene B. Skiles
SHARLENE B. SKILES
Jerry P. Devin
JERRY P. DEVIN
Irene K. Devin
ss: IRENE K. DEVIN

THE STATE OF WYOMING,

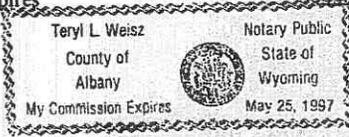
County of Albany

On this 26th day of May, 19 93 before me personally appeared Mason F. Skiles, Sharlene B. Skiles, Jerry P. Devin & Irene K. Devin to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and seal this 26th day of May, A. D. 19 93.

(Seal)

My Commission expires _____ Joseph K. Weisz Notary Public.



APPENDIX D-6

502 GRAND AVENUE

00-08-10
6609

WARRANTY DEED

Michaud Investments, Wyoming Registered Limited Liability Partnership registered February 7, 2000 with the Wyoming Secretary of State, with Robert P. Michaud and Krista L. Michaud, equal partners., "Grantor(s)", for TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid, CONVEY(S) AND WARRANT(S) to KH Land Co., L.L.C., a Wyoming Limited Liability Company, "Grantee(s)", whose address is 502 Grand Ave, Laramie WY 82570, the following described real estate, to wit:

See Exhibit "A" attached hereto and by this reference made a part hereof for the legal description of the real estate. Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and all improvements thereon.

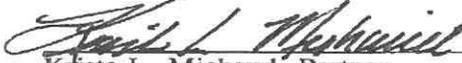
SUBJECT to easements, reservations, covenants and restrictions presently of record in the office of the County Clerk for Albany County, Wyoming.

Including the release and waiver of all rights under and by virtue of the homestead and exemption laws of the State of Wyoming.

Executed this 17th day of August, 2000.

Michaud Investments, Wyoming Registered Limited Liability Partnership


Robert P. Michaud, Partner


Krista L. Michaud, Partner

STATE OF Wyoming)
COUNTY OF Albany) ss.

The foregoing Warranty Deed was acknowledged personally before me by Robert P. Michaud and Krista L. Michaud, partners of Michaud Investments, Wyoming Registered Limited Liability Partnership this 17th day of August, 2000.

Witness my hand and official seal.




NOTARY PUBLIC

My commission expires:

EXHIBIT A

A tract of land in Lots 5 and 6, Block 203, Original Town of Laramie, now the City of Laramie, Albany County, Wyoming, more particularly described as follows:

Beginning at the Northwest corner of Lot 5, Block 203, Original Town of Laramie and proceeding thence Easterly 66.2 feet, along the Northerly line of Lot 5, Block 203, to a point on the Easterly line of Holland Cleaners Building at 502 East Grand Avenue, as existing in September 1999; thence Southerly 79.15 feet, along the Easterly line of the Holland Cleaners Building; thence Westerly 66.1 feet, along the Southerly line of the Holland Cleaners Building, to a point on the Westerly line of Lot 6, Block 203, Original Town of Laramie, now the City of Laramie, which lies Southerly 79.15 feet from the Northwest corner of Lot 5, Block 203; thence Northerly 79.15 feet, more or less, along the Westerly line of Lots 5 and 6, Block 203, Original Town of Laramie, now the City of Laramie, to the point of beginning.

Warranty Deed

KH LAND CO., LLC, a Wyoming Limited Liability Company, Grantor, by Galyn M. Stahl and Julie A. Stahl, as the managers and only members, for and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, conveys and warrants to **HEIDI HOLLAND and MEGAN HOLLAND**, Grantees, as Tenants in Common, whose address is 502 Grand Avenue, Laramie, Wyoming 82070, the following described real estate, situate in Albany County, State of Wyoming, to-wit:

A tract of land in Lots 5 and 6, Block 203, Original Town of Laramie, now the City of Laramie, Albany County, Wyoming, more particularly described as follows:

Beginning at the Northwest corner of Lot 5, Block 203, Original Town of Laramie and proceeding thence Easterly 66.2 feet, along the Northerly line of Lot 5, Block 203, to a point on the Easterly line of Holland Cleaners Building at 502 East Grand Avenue, as existing in September 1999; thence Southerly 79.15 feet, along the Easterly line of the Holland Cleaners Building; thence Westerly 66.1 feet, along the Southerly line of the Holland Cleaners Building, to a point on the Westerly line of Lot 5, Block 203, Original Town of Laramie, now the City of Laramie, which lies Southerly 79.15 feet from the Northwest corner of Lot 5, Block 203; thence Northerly 79.15 feet, more or less, along the Westerly line of Lots 5 and 6, Block 203, Original Town of Laramie, now the City of Laramie, to the point of beginning.

Together with improvements thereon and appurtenances thereunto, but subject to easements, reservations, restrictions, restrictive covenants, and rights-of-way of record.

WITNESS our hands this 14th day of September, 2012.

KH LAND CO., LLC

BY: *Galyn M. Stahl*
Galyn M. Stahl, Member and Manager

Julie A. Stahl
Julie A. Stahl, Member and Manager

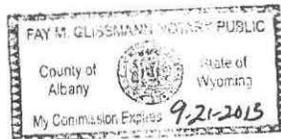
STATE OF WYOMING)
) ss:
COUNTY OF ALBANY)

The foregoing Warranty Deed was acknowledged personally before me by Galyn M. Stahl and Julie A. Stahl, who are personally known to me and who did represent that they are the only members and the managers of KH Land Co., LLC, this 14th day of September, 2012.

Witness my Hand and Official Seal.

Fay M. Glissmann
Notary Public

My Commission expires:



When recorded return to:
Nicholas & Tangeman, LLC
P.O. Box 928
Laramie, WY 82070-0928
Ph: (307) 742-7140

Quit Claim Deed

KNOW ALL MEN BY THESE PRESENTS that Megan Holland, an unmarried person, GRANTOR, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, remises, releases and forever quitclaims unto M&H Real Estate, LLC, Grantee, a Wyoming Close Limited Liability Company, whose address is 4324 Grays Gable Drive, Laramie, Wyoming, all right, title, interest, claim and demand that the GRANTOR has or ought to have, whether now owned or hereafter acquired, in and to all of the following described property, situated in the County of Albany, State of Wyoming, commonly known as 502 Grand Avenue, Laramie, Wyoming, to wit:

A tract of land in Lots 5 and 6, Block 203, Original Town of Laramie, now the City of Laramie, Albany County, Wyoming, more particularly described as follows:

Beginning at the Northwest corner of Lot 5, Block 203, Original Town of Laramie and proceeding thence Easterly 66.2 feet, along the Northerly line of Lot 5, Block 203, to a point on the Easterly line of Holland Cleaners Building at 502 East Grand Avenue, as existing in September 1999; thence Southerly 79.15 feet, along the Easterly line of the Holland Cleaners Building; thence Westerly 66.1 feet, along the Southerly line of the Holland Cleaners Building, to a point on the Westerly line of Lot 5, Block 203, Original Town of Laramie, now the City of Laramie, which lies Southerly 79.15 feet from the Northwest corner of Lot 5, Block 203; thence Northerly 79.15 feet, more or less, along the Westerly line of Lots 5 and 6, Block 203, Original Town of Laramie, now the City of Laramie, to the point of beginning.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining and all improvements thereon, including any and all water rights.

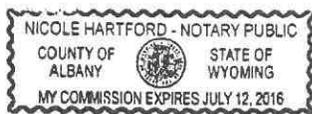
Subject to all easements, restrictions, or reservations now filed of record in the office of the County Clerk for Albany County, Wyoming.

IN WITNESS WHEREOF this instrument has been duly executed and delivered on this 16 day of September, 2012.

Megan Holland
Megan Holland, Grantor

STATE OF WYOMING)
)ss.
COUNTY OF ALBANY)

On this 16 day of September, 2012, before me personally appeared Megan Holland, who executed the foregoing instrument, and acknowledged executing the same for the purposes herein contained.



Witness my hand and official seal.

Nicole Hartford
Notary Public

My commission expires
July 12, 2016

APPENDIX D-7

755/757 N. 4TH STREET

STATE OF WYOMING
COUNTY OF ALBANY
FILED FOR
RECORD
94 MAY 25 AM 9:13
IN THE

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

QUITCLAIM DEED

BB

KNOW ALL MEN BY THESE PRESENTS: That Susan P. Larkin, a single woman, grantor, of Laramie, Albany County, Wyoming, for and in consideration of Ten and No One Hundredths Dollars (\$10.00) and for other good valuable consideration to her in hand paid, conveys and quitclaims to John W. Larkin, a single man, grantee, of Laramie, Albany County, Wyoming, all of her right, title and interest in the following described real property, located at 755 N. Fourth Street, in Laramie, Albany County, Wyoming, more particularly described as follows:

Lot 7, Block 85, Union Pacific
Railway Company's Third Addition to
the City of Laramie, Albany County,
Wyoming.

hereby releasing and waiving all rights in and to said property under and by virtue of the homestead exemption laws of the State of Wyoming, together with all privileges, hereditament, tenements and appurtenances thereunto belonging, or in any wise appertaining thereto.

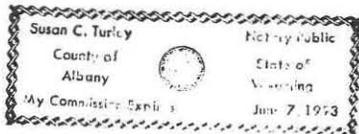
Dated this 22nd day of October, 1992.

Susan P. Larkin
SUSAN P. LARKIN, GRANTOR

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The foregoing instrument was acknowledged before me by Susan P. Larkin this 22nd day of October, 1992.

Witness my hand and official seal:



Susan C. Turley
NOTARY PUBLIC

My commission expires: 6-7-93

APPENDIX D-8

312 S. 3RD STREET

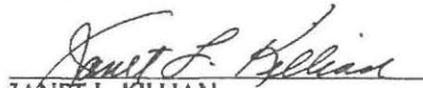
Warranty Deed

JANET L. KILLIAN, a single person, Grantor, for and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, conveys and warrants to **BEDL, INC.**, a Wyoming corporation, Grantee, whose address is 1821 Park Ave., Laramie, Wyoming 82070, the following described real estate, situate in Albany County, State of Wyoming, hereby releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

Lots Five (5) and Six (6), in Block Two Hundred (200), City of Laramie, formerly the Town of Laramie, Albany County, Wyoming EXCEPTING the East 70.25 feet of Lot Six (6) and the East 70.25 feet of the North 4 inches of Lot Five (5) in said Block;

together with improvements thereon and appurtenances thereunto, but subject to easements, reservations, restrictions, restrictive covenants, and rights-of-way of record.

WITNESS my hand this 26th day of November, 2002.

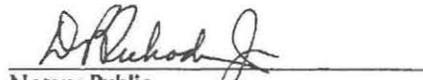


JANET L. KILLIAN

STATE OF WYOMING)
) ss:
COUNTY OF ALBANY)

The foregoing Warranty Deed was acknowledged before me by JANET L. KILLIAN this 26th day of November, 2002.

Witness my Hand and Official Seal.



Notary Public

My Commission expires: 11-26-05



KILLIAN

APPENDIX D-9

305, 307, 309 S. 3rd STREET

RECORDATION REQUESTED BY:

First Interstate Bank
Laramie Downtown Branch
221 Iverson Avenue
P. O. Box 1307
Laramie, WY 82073-1307

WHEN RECORDED MAIL TO:

First Interstate Bank
Laramie Downtown Branch
221 Iverson Avenue
P. O. Box 1307
Laramie, WY 82073-1307

ALBANY COUNTY, LARAMIE, WY JACKIE R. GONZALES, ALBANY CO CLK
4/23/2008 11:20 AM #2008-2373 1 OF 2

SEND TAX NOTICES TO:

First Interstate Bank
Laramie Downtown Branch
221 Iverson Avenue
P. O. Box 1307
Laramie, WY 82073-1307

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 17, 2008, is made and executed between MARION M. GRIFFIN, a single person, whose address is PO Box 261, Laramie, WY 82073-0261 (referred to below as "Grantor") and First Interstate Bank, whose address is 221 Iverson Avenue, P. O. Box 1307, Laramie, WY 82073-1307 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 30, 1996 (the "Mortgage") which has been recorded in Albany County, State of Wyoming, as follows:

Recorded October 31, 1996, Book 499, Page 0045.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Albany County, State of Wyoming:

All Lots B and 9, Block 201, City of Laramie, formerly the Town of Laramie, Albany County, Wyoming.

The Real Property or its address is commonly known as 309 South 3rd St., Laramie, WY 820740.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

Extended the Maturity date to May 15, 2017.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 17, 2008.

GRANTOR:

x Marion M. Griffin
MARION M. GRIFFIN

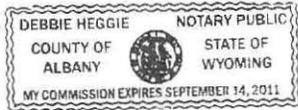
LENDER:

FIRST INTERSTATE BANK

x David L. Weston
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Wyoming)
) SS
COUNTY OF Albany)



On this day before me, the undersigned Notary Public, personally appeared MARION M. GRIFFIN, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 17th day of April, 2008.

By Debbie Heggie Residing at Laramie WY
Notary Public in and for the State of Wyoming My commission expires 9/14/11

LENDER ACKNOWLEDGMENT

STATE OF Wyoming)
)
) SS
COUNTY OF Albany)



On this 17th day of April, 2008, before me, the undersigned Notary Public, personally appeared David L Weston and known to me to be the Commercial Loan Officer, authorized agent for First Interstate Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of First Interstate Bank, duly authorized by First Interstate Bank through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of First Interstate Bank.

By Debbie Heggie Residing at Laramie WY
Notary Public in and for the State of Wyoming My commission expires 9/14/11

RECORDATION REQUESTED BY:

First Interstate Bank
Laramie Downtown Branch
221 Ivinson Avenue
P. O. Box 1307
Laramie, WY 82073-1307

ALBANY COUNTY, LARAMIE, WY JACKIE R. GONZALES, ALBANY CO CLK

WHEN RECORDED MAIL TO:

First Interstate Bank
Laramie Downtown Branch
221 Ivinson Avenue
P. O. Box 1307
Laramie, WY 82073-1307

2/4/2009 2:55 PM #2009-586 1 OF 6

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MORTGAGE

MAXIMUM LIEN. The lien of this Mortgage shall not exceed at any one time \$30,173.00.

THIS MORTGAGE dated February 2, 2009, is made and executed between MARION M GRIFFIN, a single person, whose address is PO Box 261, Laramie, WY 82073 (referred to below as "Grantor") and First Interstate Bank, whose address is 221 Ivinson Avenue, P. O. Box 1307, Laramie, WY 82073-1307 (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, (the "Real Property") located in Albany County, State of Wyoming:

All Lots 8 and 9, Block 201, City of Laramie, formerly the Town of Laramie, Albany County, Wyoming.

The Real Property or its address is commonly known as 307 South 3rd St., Laramie, WY 82070.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures 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, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future 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.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. 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 the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) 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.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) 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 Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) 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 Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. 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 Substances. Grantor hereby (1) 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 (2) agrees to indemnify, defend, 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 and defend, 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), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. 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 Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

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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, including without limitation, the Americans With Disabilities Act. 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 or 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 Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without 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 in the Real Property; 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 an interest in the Real Property. 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 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 any liens having priority over or equal to the interest of Lender under this Mortgage, except for the Existing Indebtedness referred to in this Mortgage or those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest 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 \$10,000.00. 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. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. 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 be 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, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing 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.

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 \$10,000.00. 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 Lender's election, receive and retain the proceeds of any insurance and 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 under this Mortgage. 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 pay 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 as Grantor's interests may appear.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

TAX AND INSURANCE RESERVES. Subject to any limitations set by applicable law, Lender may require Grantor to maintain with Lender reserves for payment of annual taxes, assessments, and insurance premiums, which reserves shall be created by advance payment or monthly payments of a sum estimated by Lender to be sufficient to produce, amounts at least equal to the taxes, assessments, and insurance premiums to be paid. The reserve funds shall be held by Lender as a general deposit from Grantor, which Lender may satisfy by payment of the taxes, assessments, and insurance premiums required to be paid by Grantor as they become due. Lender shall have the right to draw upon the reserve funds to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Mortgage shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. Subject to any limitations set by applicable law, if the reserve funds disclose a shortage or deficiency, Grantor shall pay such shortage or deficiency as required by Lender. All amounts in the reserve account are hereby pledged to further secure the Indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the Indebtedness upon the occurrence of an Event of Default. Lender shall not be required to pay any interest or earnings on the reserve funds unless required by law or agreed to by Lender in writing. Lender does not hold the reserve funds in trust for Grantor, and Lender is not Grantor's agent for payment of the taxes and assessments required to be paid by Grantor.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to comply with any obligation to maintain Existing Indebtedness in good standing as required below, or to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then 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 will become a part of the indebtedness and, 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 (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a

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balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

EXISTING INDEBTEDNESS. The following provisions concerning Existing Indebtedness are a part of this Mortgage:

Existing Lien. The lien of this Mortgage securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

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 and documentation as may be requested by Lender from time to time to permit such participation.

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.

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: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) 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, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) 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, 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 take whatever 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 not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the 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 to the extent permitted by applicable law.

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 (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary 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.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

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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.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Should 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 Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any related document.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document 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.

Creditor or Forfeiture Proceedings. 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 property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Existing Indebtedness. The payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the promissory note evidencing such indebtedness, or a default occurs under the instrument securing such indebtedness and is not cured during any applicable grace period in such instrument, or any suit or other action is commenced to foreclose any existing lien on the Property.

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, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

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 believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's 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 that 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 non-judicial 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 (1) pay a reasonable rental for the use of the Property, or (2) 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. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs 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 at the Note rate from the date of the expenditure until repaid. 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 and expenses for bankruptcy proceedings (including efforts to modify or vacate any

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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. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. 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. 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. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

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 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.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

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.

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Wyoming without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Wyoming.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given 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 Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. 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 of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under 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 and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision 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.

Successors and Assigns. Subject to any 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.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means MARION M GRIFFIN and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation 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 thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Mortgage.

Grantor. The word "Grantor" means MARION M GRIFFIN.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means 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, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage.

Lender. The word "Lender" means First Interstate Bank, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated February 2, 2009, in the original principal amount of \$30,173.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions

MmB

for the promissory note or agreement. The maturity date of this Mortgage is April 5, 2009.

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 real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

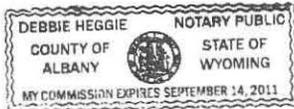
X Marion M. Griffin
MARION M GRIFFIN

INDIVIDUAL ACKNOWLEDGMENT

State of Wyoming

County of Albany

This instrument was acknowledged before me on 2/4/09 (date) by MARION M GRIFFIN.



Debbie Heggie
(Notarial Signature)

My commission expires: 9/14/11

M (M)

RECORDATION REQUESTED BY:

First Interstate Bank
Laramie Downtown Branch
221 Iverson Avenue
P. O. Box 1307
Laramie, WY 82073-1307

WHEN RECORDED MAIL TO:

First Interstate Bank
Laramie Downtown Branch
221 Iverson Avenue
P. O. Box 1307
Laramie, WY 82073-1307

ALBANY COUNTY, LARAMIE, WY JACKIE R. GONZALES, ALBANY CO CLK
4/23/2008 11:20 AM #2008-2373 1 OF 2

SEND TAX NOTICES TO:

First Interstate Bank
Laramie Downtown Branch
221 Iverson Avenue
P. O. Box 1307
Laramie, WY 82073-1307

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 17, 2008, is made and executed between MARION M. GRIFFIN, a single person, whose address is PO Box 261, Laramie, WY 82073-0261 (referred to below as "Grantor") and First Interstate Bank, whose address is 221 Iverson Avenue, P. O. Box 1307, Laramie, WY 82073-1307 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 30, 1996 (the "Mortgage") which has been recorded in Albany County, State of Wyoming, as follows:

Recorded October 31, 1996, Book 499, Page 0045.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Albany County, State of Wyoming:

All Lots B and 9, Block 201, City of Laramie, formerly the Town of Laramie, Albany County, Wyoming.

The Real Property or its address is commonly known as 309 South 3rd St., Laramie, WY 820740.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

Extended the Maturity date to May 15, 2017.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 17, 2008.

GRANTOR:

x Marion M. Griffin
MARION M. GRIFFIN

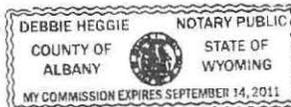
LENDER:

FIRST INTERSTATE BANK

x Deborah Weston
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Wyoming)
) SS
COUNTY OF Albany)



On this day before me, the undersigned Notary Public, personally appeared MARION M. GRIFFIN, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 17th day of April, 2008.

By Debbie Heggie Residing at Laramie WY
Notary Public in and for the State of Wyoming My commission expires 9/14/11

RECORDATION REQUESTED BY:

First Interstate Bank
Laramie Downtown Branch
221 Ivinson Avenue
P. O. Box 1307
Laramie, WY 82073-1307

ALBANY COUNTY, LARAMIE, WY JACKIE R. GONZALES, ALBANY CO CLK

3/16/2009 4:17 PM #2009-1476 1 OF 6

WHEN RECORDED MAIL TO:

First Interstate Bank
Laramie Downtown Branch
221 Ivinson Avenue
P. O. Box 1307
Laramie, WY 82073-1307

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MORTGAGE

MAXIMUM LIEN. The lien of this Mortgage shall not exceed at any one time \$75,000.00.

THIS MORTGAGE dated March 13, 2009, is made and executed between MARION M GRIFFIN, a single person, whose address is PO Box 261, Laramie, WY 82073 (referred to below as "Grantor") and First Interstate Bank, whose address is 221 Ivinson Avenue, P. O. Box 1307, Laramie, WY 82073-1307 (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, (the "Real Property") located in Albany County, State of Wyoming:

All Lots 8 and 9, Block 201, City of Laramie, formerly the Town of Laramie, Albany County, Wyoming.

The Real Property or its address is commonly known as 307 S 3rd St., Laramie, WY 82070.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future 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.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. 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 the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) 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.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) 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 Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) 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 Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. 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 Substances. Grantor hereby (1) 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 (2) agrees to indemnify, defend, 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 and defend, 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), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. 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 Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real 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, including without limitation, the Americans With Disabilities Act. 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 or 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 Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without 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 in the Real Property; 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 an interest in the Real Property. 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 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 any liens having priority over or equal to the interest of Lender under this Mortgage, except for the Existing Indebtedness referred to in this Mortgage or those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest 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, materialman's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$10,000.00. 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. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. 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 be 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, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing 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.

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 \$10,000.00. 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 Lender's election, receive and retain the proceeds of any insurance and 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 under this Mortgage. 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 pay 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 as Grantor's interests may appear.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

TAX AND INSURANCE RESERVES. Subject to any limitations set by applicable law, Lender may require Grantor to maintain with Lender reserves for payment of annual taxes, assessments, and insurance premiums, which reserves shall be created by advance payment or monthly payments of a sum estimated by Lender to be sufficient to produce, amounts at least equal to the taxes, assessments, and insurance premiums to be paid. The reserve funds shall be held by Lender as a general deposit from Grantor, which Lender may satisfy by payment of the taxes, assessments, and insurance premiums required to be paid by Grantor as they become due. Lender shall have the right to draw upon the reserve funds to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Mortgage shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. Subject to any limitations set by applicable law, if the reserve funds disclose a shortage or deficiency, Grantor shall pay such shortage or deficiency as required by Lender. All amounts in the reserve account are hereby pledged to further secure the indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the indebtedness upon the occurrence of an Event of Default. Lender shall not be required to pay any interest or earnings on the reserve funds unless required by law or agreed to by Lender in writing. Lender does not hold the reserve funds in trust for Grantor, and Lender is not Grantor's agent for payment of the taxes and assessments required to be paid by Grantor.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to comply with any obligation to maintain Existing Indebtedness in good standing as required below, or to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then 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 will become a part of the indebtedness and, 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 (1) the term of any applicable insurance policy; or (2) 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. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title

insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

EXISTING INDEBTEDNESS. The following provisions concerning Existing Indebtedness are a part of this Mortgage:

Existing Lien. The lien of this Mortgage securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

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 and documentation as may be requested by Lender from time to time to permit such participation.

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.

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: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) 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, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) 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, 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 take whatever 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 not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the 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 to the extent permitted by applicable law.

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 (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary 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.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Grantor fails to make any payment when due under 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.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Should 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 Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any related document.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document 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.

Creditor or Forfeiture Proceedings. 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 property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Existing Indebtedness. The payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the promissory note evidencing such Indebtedness, or a default occurs under the instrument securing such Indebtedness and is not cured during any applicable grace period in such instrument, or any suit or other action is commenced to foreclose any existing lien on the Property.

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, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

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 believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's 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 that 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 non-judicial 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 (1) pay a reasonable rental for the use of the Property, or (2) 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. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs 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 at the Note rate from the date of the expenditure until repaid. 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 and expenses 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. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when



deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. 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. 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. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

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.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

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.

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Wyoming without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Wyoming.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given 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 Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. 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 of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under 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 and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision 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.

Successors and Assigns. Subject to any 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.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means MARION M GRIFFIN and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation 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 thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Mortgage.

Grantor. The word "Grantor" means MARION M GRIFFIN.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means 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, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means First Interstate Bank, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated March 13, 2009, in the original principal amount of \$75,000.00 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 July 15, 2009.

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 real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

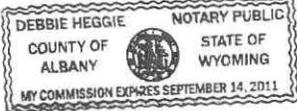
GRANTOR:

x Marion M Griffin
MARION M GRIFFIN

INDIVIDUAL ACKNOWLEDGMENT

State of Wyoming
County of Albany

This instrument was acknowledged before me on 3/16/09 (date) by MARION M GRIFFIN.



Debbie Heggie
(Notarial Signature)

My commission expires: 9/14/11

WARRANTY DEED

Marion M. Griffin, a single person, Grantor, for and in consideration of TEN (\$10.00) DOLLARS and other good and valuable consideration in hand paid, the receipt whereof is hereby acknowledged, hereby CONVEYS and WARRANTS to LHL Holdings, LLC, a Wyoming limited liability company, Grantee, whose address is 307 South 3rd Laramie WY 82010, the following described real property, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

All Lots 8 and 9, Block 201, City of Laramie, formerly the Town of Laramie, Albany County, Wyoming.

TOGETHER with any and all tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and improvements thereon, any and all fixtures of a permanent nature thereon, and any and all easements, rights of way, and other rights appurtenant thereto;

SUBJECT to easements, reservations, covenants and restrictions presently of record in the office of the County Clerk for Albany County, Wyoming.

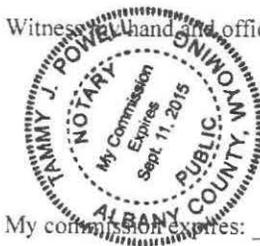
WITNESS my hand this 12th day of September, 2013.

Marion M. Griffin
Marion M. Griffin

STATE OF Wyoming)
COUNTY OF Albany)§

The foregoing Warranty Deed was acknowledged before me by **Marion M. Griffin**, on this 12th day of September, 2013.

Witness my hand and official seal.



Tammie Powell
Notary Public

My commission expires: _____

RECORDING REQUESTED BY:

Wells Fargo Bank, National Association
1701 Capitol Avenue, Cheyenne, Cheyenne, WY 82001

WHEN RECORDED MAIL TO:

Wells Fargo Bank, National Association
Attn: Collateral Processing
BBSG - Boise Loan Operations LDI
P.O. Box 34656
San Antonio, TX 78265

Tax Account Number(s) of Real Property: 05-1673-33-3-20-008.00

This Mortgage prepared by:

Name: Trevor A Rutar
Company: Wells Fargo Bank, National Association
Address: 1701 Capitol Avenue, Cheyenne, Cheyenne, WY 82001



100168291935400490

MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT
AND FIXTURE FILING

MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (this "Mortgage") is executed as of September 04, 2013, by LHL HOLDINGS, LLC, whose address is 307 S 3RD ST, LARAMIE, WY 82070-3623 ("Mortgagor") to Wells Fargo Bank, National Association, whose address is 1701 Capitol Avenue, Cheyenne, Cheyenne, WY 82001 ("Mortgagee", sometimes referred to as "Bank").

ARTICLE I. MORTGAGE

1.1 Grant. For the purposes and upon the terms and conditions in this Mortgage, Mortgagor irrevocably mortgages, gives, grants, sells, confirms, conveys and assigns to Mortgagee, with power of sale, Mortgagor's interest in: (a) all real property located in Albany County, Wyoming, and described on Exhibit A attached hereto; (b) all easements, rights-of-way and rights used in connection with or as a means of access to any portion of said real property; (c) all tenements, hereditaments and appurtenances thereof and thereto; (d) all right, title and interest of Mortgagor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining said real property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with said real property; (e) all buildings, fixtures, improvements and landscaping now or hereafter erected or located on said real property; (f) all development rights, governmental or quasi-governmental licenses, permits or approvals, zoning rights and other similar rights or interests which relate to the development, use or operation of, or that benefit or are appurtenant to, said real property; (g) all mineral rights, oil and gas rights, air rights, water or water rights, including without limitation, all wells, canals, ditches and reservoirs of any nature and all rights thereto, appurtenant to or associated with said real property, whether decreed or undecreed, tributary or non-tributary, surface or

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underground, appropriated or unappropriated, and all shares of stock in any water, canal, ditch or reservoir company, and all well permits, water service contracts, drainage rights and other evidences of any such rights; and (h) all interest or estate which Mortgagor now has or may hereafter acquire in said real property and all additions and accretions thereto, and all awards or payments made for the taking of all or any portion of said real property by eminent domain or any proceeding or purchase in lieu thereof, or any damage to any portion of said real property (collectively, the "Real Property"). The listing of specific rights or property shall not be interpreted as a limitation of general terms. This instrument shall constitute a security agreement to the extent any of the Real Property shall constitute fixtures, and Mortgagee shall have all the rights of a secured party under the Uniform Commercial Code as amended from time to time. In addition to recording this Mortgage in the real property records, Mortgagee may, at any time and without further authorization from Mortgagor, file a copy of this Mortgage as a financing statement.

1.2 Address. The address of the Real Property (if known) is: 307 S 3RD ST, LARAMIE, WY 82070-3623, Assessor's Parcel No. 05-1673-33-3-20-008.00. Neither the failure to designate an address nor any inaccuracy in the address designated shall affect the validity or priority of the lien of this Mortgage on the Real Property as described on Exhibit A. In the event of any conflict between the provisions of Exhibit A and said address, Exhibit A shall control.

ARTICLE II. OBLIGATIONS SECURED

2.1 Obligations Secured. Mortgagor makes this grant and assignment for the purpose of securing the following obligations (each, a "Secured Obligation" and collectively, the "Secured Obligations"):

(a) payment to Mortgagee of all sums at any time owing and performance of all other obligations arising under or in connection with that certain promissory note, loan or credit agreement, confirmation letter and disclosure, or other evidence of debt ("Note") dated as of September 04, 2013, in the maximum principal amount of One Hundred Eighty-Nine Thousand and 00/100 Dollars (\$189,000.00), with interest as provided therein, executed by LHL HOLDINGS, LLC and payable to Mortgagee or its order on or before September 15, 2023, together with the payment and performance of any other indebtedness or obligations incurred in connection with the credit accommodation evidenced by the Note, whether or not specifically referenced therein; and

(b) payment and performance of all obligations of Mortgagor under this Mortgage, together with all advances, payments or other expenditures made by Mortgagee as or for the payment or performance of any such obligations of Mortgagor; and

(c) payment and performance of all obligations, if any, and the contracts under which they arise, which any rider attached to and recorded with this Mortgage recites are secured hereby; and

(d) payment to Mortgagee of all liability, whether liquidated or unliquidated, defined, contingent, conditional or of any other nature whatsoever, and performance of all other obligations, arising under any swap, derivative, foreign exchange or hedge transaction or arrangement (or other similar transaction or arrangement howsoever described or defined) at any time entered into with Mortgagee in connection with any Secured Obligation; and

(e) payment and performance of all future advances and other obligations that the then record owner of the Real Property may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Mortgagee, when any such advance or other obligation is evidenced by a writing which recites that it is secured by this Mortgage; and

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(f) all modifications, extensions and renewals of any of the Secured Obligations (including without limitation, (i) modifications, extensions or renewals at a different rate of interest, or (ii) deferrals or accelerations of the required principal payment dates or interest payment dates or both, in whole or in part), however evidenced, whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes, loan or credit agreement, confirmation letter and disclosure, change in terms agreement, or other evidence of debt.

2.2 Obligations. The term "obligations" is used herein in its most comprehensive sense and includes any and all advances, debts, obligations and liabilities heretofore, now or hereafter made, incurred or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, joint or several, including without limitation, all principal, interest, charges, including prepayment charges and late charges, and loan fees at any time accruing or assessed on any Secured Obligation.

2.3 Incorporation. All terms of the Secured Obligations are incorporated herein by this reference. All persons who may have or acquire an interest in the Real Property are hereby deemed to have notice of the terms of the Secured Obligations and to have notice, if provided therein, that: (a) the Note or any other Secured Obligation may permit borrowing, repayment and reborrowing; and (b) the rate of interest on one or more of the Secured Obligations may vary from time to time.

ARTICLE III. ASSIGNMENT OF RENTS

3.1 Assignment. For the purposes and upon the terms and conditions set forth herein, Mortgagor irrevocably assigns to Mortgagee all of Mortgagor's right, title and interest in, to and under all leases, licenses, rental agreements and other agreements of any kind relating to the use or occupancy of any non-homestead portion of the Real Property, whether existing as of the date hereof or at any time hereafter entered into, together with all guarantees of and security for any tenant's or lessee's performance thereunder, and all amendments, extensions, renewals and modifications thereto (each, a "Lease" and collectively, the "Leases"), together with any and all other rents, issues and profits of the Real Property (collectively, "Rents"). This assignment shall not impose upon Mortgagee any duty to produce Rents from the Real Property, nor cause Mortgagee to be: (a) a "mortgagee in possession" for any purpose; (b) responsible for performing any of the obligations of the lessor or landlord under any Lease; or (c) responsible for any waste committed by any person or entity at any time in possession of the Real Property or any part thereof, or for any dangerous or defective condition of the Real Property, or for any negligence in the management, upkeep, repair or control of the Real Property. This is an absolute assignment, not an assignment for security only, and Mortgagee's right to Rents is not contingent upon and may be exercised without taking possession of the Real Property. Mortgagor agrees to execute and deliver to Mortgagee, within five (5) days of Mortgagee's written request, such additional documents as Mortgagee may reasonably request to further evidence the assignment to Mortgagee of any and all Leases and Rents. Mortgagee, at Mortgagee's option and without notice, may notify any lessee or tenant of this assignment of the Leases and Rents.

3.2 Protection of Security. To protect the security of this assignment, Mortgagor agrees:

(a) At Mortgagor's sole cost and expense: (i) to perform each obligation to be performed by the lessor or landlord under each Lease and to enforce or secure the performance of each obligation to be performed by the lessee or tenant under each Lease; (ii) not to modify any Lease in any material respect, nor accept surrender under or terminate the term of any Lease; (iii) not to anticipate the Rents under any Lease; and (iv) not to waive or release any lessee or tenant of or from any Lease obligations. Mortgagor assigns to Mortgagee all of Mortgagor's right and power to modify the terms of any Lease, to accept a

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surrender under or terminate the term of or anticipate the Rents under any Lease, and to waive or release any lessee or tenant of or from any Lease obligations, and any attempt on the part of Mortgagor to exercise any such rights or powers without Mortgagee's prior written consent shall be a breach of the terms hereof.

(b) At Mortgagor's sole cost and expense, to defend any action in any manner connected with any Lease or the obligations thereunder, and to pay all costs of Mortgagee, including reasonable attorneys' fees, in any such action in which Mortgagee may appear.

(c) That, should Mortgagor fail to do any act required to be done by Mortgagor under a Lease, then Mortgagee, but without obligation to do so and without notice to Mortgagor and without releasing Mortgagor from any obligation hereunder, may make or do the same in such manner and to such extent as Mortgagee deems necessary to protect the security hereof, and, in exercising such powers, Mortgagee may employ attorneys and other agents, and Mortgagor shall pay necessary costs and reasonable attorneys' fees incurred by Mortgagee, or its agents, in the exercise of the powers granted herein. Mortgagor shall give prompt notice to Mortgagee of any default by any lessee or tenant under any Lease, and of any notice of default on the part of Mortgagor under any Lease received from a lessee or tenant thereunder, together with an accurate and complete copy thereof.

(d) To pay to Mortgagee immediately upon demand all sums expended under the authority hereof, including reasonable attorneys' fees, together with interest thereon at the highest rate per annum payable under any Secured Obligation, and the same, at Mortgagee's option, may be added to any Secured Obligation and shall be secured hereby.

3.3 License. Mortgagee confers upon Mortgagor a license ("License") to collect and retain the Rents as, but not before, they come due and payable, until the occurrence of any Default. Upon the occurrence of any Default, the License shall be automatically revoked, and Mortgagee may, at Mortgagee's option and without notice, either in person or by agent, with or without bringing any action, or by a receiver to be appointed by a court: (a) enter, take possession of, manage and operate the Real Property or any part thereof; (b) make, cancel, enforce or modify any Lease; (c) obtain and evict tenants, fix or modify Rents, and do any acts which Mortgagee deems proper to protect the security hereof; and (d) either with or without taking possession of the Real Property, in its own name, sue for or otherwise collect and receive all Rents, including those past due and unpaid, and apply the same in accordance with the provisions of this Mortgage. The entering and taking possession of the Real Property, the collection of Rents and the application thereof as aforesaid, shall not cure or waive any Default, nor waive, modify or affect any notice of default hereunder, nor invalidate any act done pursuant to any such notice. The License shall not grant to Mortgagee the right to possession, except as provided in this Mortgage.

ARTICLE IV. RIGHTS AND DUTIES OF THE PARTIES

4.1 Title. Mortgagor warrants that, except as disclosed to Mortgagee prior to the date hereof in a writing which refers to this warranty, Mortgagor lawfully possesses and holds fee simple title to, or if permitted by Mortgagee in writing, a leasehold interest in, the Real Property without limitation on the right to encumber, as herein provided, and that this Mortgage is a valid lien on the Real Property and all of Mortgagor's interest therein.

4.2 Taxes and Assessments. Subject to the right, if any, of Mortgagor to contest payment of the following pursuant to any other agreement between Mortgagor and Mortgagee, Mortgagor shall pay prior to delinquency all taxes, assessments, levies and charges imposed: (a) by any public or quasi-public authority or utility company which are or which may become a lien upon or cause a loss in value of the Real Property or any interest therein; or (b) by any public authority upon Mortgagee by reason of its

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interest in any Secured Obligation or in the Real Property, or by reason of any payment made to Mortgagee pursuant to any Secured Obligation; provided however, that Mortgagor shall have no obligation to pay any income taxes of Mortgagee. Promptly upon request by Mortgagee, Mortgagor shall furnish to Mortgagee satisfactory evidence of the payment of all of the foregoing. Mortgagee is hereby authorized to request and receive from the responsible governmental and non-governmental personnel written statements with respect to the accrual and payment of any of the foregoing.

4.3 Performance of Secured Obligations. Mortgagor shall promptly pay and perform each Secured Obligation when due.

4.4 Liens, Encumbrances and Charges. Mortgagor shall immediately discharge any lien on the Real Property not approved by Mortgagee in writing. Except as otherwise provided in any Secured Obligation or other agreement with Mortgagee, Mortgagor shall pay when due all obligations secured by or reducible to liens and encumbrances which shall now or hereafter encumber the Real Property, whether senior or subordinate hereto, including without limitation, any mechanics' liens.

4.5 Insurance. Mortgagor shall insure the Real Property against loss or damage by fire and such other risks as Mortgagee shall from time to time require. Mortgagor shall carry public liability insurance, flood insurance as required by applicable law and such other insurance as Mortgagee may reasonably require, including without limitation, terrorism, business interruption insurance or loss of rental value insurance. Mortgagor shall maintain all required insurance at Mortgagor's expense, under policies issued by companies and in form and substance satisfactory to Mortgagee. Mortgagee, by reason of accepting, rejecting, approving or obtaining insurance, shall not incur any liability for: (a) the existence, nonexistence, form or legal sufficiency thereof; (b) the solvency of any insurer; or (c) the payment of losses. All policies and certificates of insurance shall name Mortgagee as loss payee, and shall provide that the insurance cannot be terminated as to Mortgagee except upon a minimum of thirty (30) days' prior written notice to Mortgagee. Immediately upon any request by Mortgagee, Mortgagor shall deliver to Mortgagee the original of all such policies or certificates, with receipts evidencing annual prepayment of the premiums.

4.6 Tax and Insurance Impounds. Unless otherwise required by applicable law, at Mortgagee's option and upon its demand, Mortgagor shall, until all Secured Obligations have been paid in full, pay to Mortgagee monthly, annually or as otherwise directed by Mortgagee an amount estimated by Mortgagee to be equal to: (a) all taxes, assessments, levies and charges imposed by any public or quasi-public authority or utility company which are or may become a lien upon the Real Property and will become due for the tax year during which such payment is so directed; and (b) premiums for fire, other hazard and mortgage insurance next due. If Mortgagee determines that amounts paid by Mortgagor are insufficient for the payment in full of such taxes, assessments, levies and/or insurance premiums, Mortgagee shall notify Mortgagor of the increased amount required for the payment thereof when due, and Mortgagor shall pay to Mortgagee such additional amount within thirty (30) days after notice from Mortgagee. All amounts so paid shall not bear interest, except to the extent and in the amount required by law. So long as there is no Default, Mortgagee shall apply said amounts to the payment of, or at Mortgagee's sole option release said funds to Mortgagor for application to and payment of, such taxes, assessments, levies, charges and insurance premiums. If a Default exists, Mortgagee at its sole option may apply all or any part of said amounts to any Secured Obligation and/or to cure such Default, in which event Mortgagor shall be required to restore all amounts so applied, as well as to cure any Default not cured by such application. Mortgagor hereby grants and transfers to Mortgagee a security interest in all amounts so paid and held in Mortgagee's possession, and all proceeds thereof, to secure the payment and performance of each Secured Obligation. Upon assignment of this Mortgage, Mortgagee shall have the right to assign all amounts collected and in its possession to its assignee, whereupon Mortgagor shall be released from all liability with respect thereto. The existence of said impounds shall

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not limit Mortgagee's rights under any other provision of this Mortgage or any other agreement, statute or rule of law. Within ninety-five (95) days following full repayment of all Secured Obligations (other than as a consequence of a foreclosure or conveyance in lieu of foreclosure of the liens and security interests securing any Secured Obligation), or at such earlier time as Mortgagee in its discretion may elect, the balance of all amounts collected and in Mortgagee's possession shall be paid to Mortgagor, and no other party shall have any right of claim thereto.

4.7 Damages; Insurance and Condemnation Proceeds.

(a) (i) All awards of damages and all other compensation payable directly or indirectly by reason of a condemnation or proposed condemnation (or transfer in lieu thereof) for public or private use affecting the Real Property; (ii) all other claims and awards for damages to or decrease in value of the Real Property; (iii) all proceeds of any insurance policies payable by reason of loss sustained to the Real Property; and (iv) all interest which may accrue on any of the foregoing, are all absolutely and irrevocably assigned to and shall be paid to Mortgagee. At the absolute discretion of Mortgagee, whether or not its security is or may be impaired, but subject to applicable law if any, and without regard to any requirement contained in any other Section hereof, Mortgagee may apply all or any of the proceeds it receives to its expenses in settling, prosecuting or defending any such claim and apply the balance to the Secured Obligations in any order, and release all or any part of the proceeds to Mortgagor upon any conditions Mortgagee may impose. Mortgagee may commence, appear in, defend or prosecute any assigned claim or action, and may adjust, compromise, settle and collect all claims and awards assigned to Mortgagee; provided however, that in no event shall Mortgagee be responsible for any failure to collect any claim or award, regardless of the cause of the failure.

(b) At its sole option, Mortgagee may permit insurance or condemnation proceeds held by Mortgagee to be used for repair or restoration but may impose any conditions on such use as Mortgagee deems necessary.

4.8 Maintenance and Preservation of Real Property. Subject to the provisions of any Secured Obligation, Mortgagor covenants:

(a) to keep the Real Property in good condition and repair;

(b) except with Mortgagee's prior written consent, not to remove or demolish the Real Property, nor alter, restore or add to the Real Property, nor initiate or acquiesce in any change in any zoning or other land classification which affects the Real Property;

(c) to restore promptly and in good workmanlike manner any portion of the Real Property which may be damaged or destroyed, unless Mortgagee requires that all of the insurance proceeds be used to reduce the Secured Obligations as provided in the Section hereof entitled Damages; Insurance and Condemnation Proceeds;

(d) to comply with and not to suffer violation of any or all of the following which govern acts or conditions on, or otherwise affect the Real Property: (i) laws, ordinances, regulations, standards and judicial and administrative rules and orders; (ii) covenants, conditions, restrictions and equitable servitudes, whether public or private; and (iii) requirements of insurance companies and any bureau or agency which establishes standards of insurability;

(e) not to commit or permit waste of the Real Property; and

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(f) to do all other acts which from the character or use of the Real Property may be reasonably necessary to maintain and preserve its value.

4.9 Hazardous Substances; Environmental Provisions. Mortgagor represents and warrants to Mortgagee as follows:

(a) Except as disclosed to Mortgagee in writing prior to the date hereof, the Real Property is not and has not been a site for the use, generation, manufacture, storage, treatment, disposal, release or threatened release, transportation or presence of any substances which are "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" under the Hazardous Materials Laws, as defined below, and/or other applicable environmental laws, ordinances and regulations (collectively, the "Hazardous Materials").

(b) The Real Property is in compliance with all laws, ordinances and regulations relating to Hazardous Materials (collectively, the "Hazardous Materials Laws"), including without limitation, the Clean Air Act, the Federal Water Pollution Control Act, the Federal Resource Conservation and Recovery Act of 1976, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Federal Toxic Substances Control Act and the Occupational Safety and Health Act, as any of the same may be amended, modified or supplemented from time to time, and any other applicable federal, state or local environmental laws, and any rules or regulations adopted pursuant to any of the foregoing.

(c) There are no claims or actions pending or threatened against Mortgagor or the Real Property by any governmental entity or agency, or any other person or entity, relating to any Hazardous Materials or pursuant to any Hazardous Materials Laws.

(d) Mortgagor hereby agrees to defend, indemnify and hold harmless Mortgagee, its directors, officers, employees, agents, successors and assigns, from and against any and all losses, damages, liabilities, claims, actions, judgments, court costs and legal or other expenses (including without limitation, attorneys' fees and expenses) which Mortgagee may incur as a direct or indirect consequence of the use, generation, manufacture, storage, treatment, disposal, release or threatened release, transportation or presence of Hazardous Materials in, on, under or about the Real Property. Mortgagor shall pay to Mortgagee immediately upon demand any amounts owing under this indemnity, together with interest from the date of demand until paid in full at the highest rate of interest applicable to any Secured Obligation. MORTGAGOR'S DUTY AND OBLIGATION TO DEFEND, INDEMNIFY AND HOLD HARMLESS MORTGAGEE SHALL SURVIVE THE CANCELLATION OF THE SECURED OBLIGATIONS AND THE RELEASE OR PARTIAL RELEASE OF THIS MORTGAGE.

(e) Mortgagor shall immediately advise Mortgagee in writing upon Mortgagor's discovery of any occurrence or condition on the Real Property, or on any real property adjoining or in the vicinity of the Real Property, that does or could cause all or any part of the Real Property to be contaminated with any Hazardous Materials or otherwise be in violation of any Hazardous Materials Laws, or cause the Real Property to be subject to any restrictions on the ownership, occupancy, transferability or use thereof under any Hazardous Materials Laws.

4.10 Protection of Security. Mortgagor shall, at Mortgagor's sole expense: (a) protect, preserve and defend the Real Property and Mortgagor's title and right to possession of the Real Property against all adverse claims; (b) if Mortgagor's interest in the Real Property is a leasehold interest or estate, pay and perform in a timely manner all obligations to be paid and/or performed by the lessee or tenant under the lease or other agreement creating such leasehold interest or estate; and (c) protect, preserve and defend the security of this Mortgage and the rights and powers of Mortgagee under this Mortgage

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against all adverse claims. Mortgagor shall give Mortgagee prompt notice in writing of the assertion of any claim, the filing of any action or proceeding, or the occurrence of any damage, condemnation offer or other action relating to or affecting the Real Property and, if Mortgagor's interest in the Real Property is a leasehold interest or estate, of any notice of default or demand for performance under the lease or other agreement pursuant to which such leasehold interest or estate was created or exists.

4.11 Powers and Duties of Mortgagee. Mortgagee may, upon written request, without obligation to do so or liability therefor and without notice: (a) release all or any part of the Real Property from the lien of this Mortgage; (b) consent to the making of any map or plat of the Real Property; and (c) join in any grant of easement or declaration of covenants and restrictions with respect to the Real Property, or any extension agreement or any agreement subordinating the lien or charge of this Mortgage. Mortgagee may from time to time apply to any court of competent jurisdiction for aid and direction in the exercise or enforcement of its rights and remedies available under this Mortgage, and may obtain orders or decrees directing, confirming or approving acts in the exercise or enforcement of said rights and remedies. Mortgagee has no obligation to notify any party of any pending sale or any action or proceeding (including, but not limited to, actions in which Mortgagor or Mortgagee shall be a party) unless held or commenced and maintained by Mortgagee under this Mortgage.

4.12 Compensation; Exculpation; Indemnification.

(a) Mortgagor shall pay Mortgagee reasonable compensation for services rendered concerning this Mortgage, including without limitation, the providing of any statement of amounts owing under any Secured Obligation. Mortgagee shall not directly or indirectly be liable to Mortgagor or any other person as a consequence of: (i) the exercise of any rights, remedies or powers granted to Mortgagee in this Mortgage; (ii) the failure or refusal of Mortgagee to perform or discharge any obligation or liability of Mortgagor under this Mortgage or any Lease or other agreement related to the Real Property; or (iii) any loss sustained by Mortgagor or any third party as a result of Mortgagee's failure to lease the Real Property after any Default or from any other act or omission of Mortgagee in managing the Real Property after any Default unless such loss is caused by the willful misconduct or gross negligence of Mortgagee; and no such liability shall be asserted or enforced against Mortgagee, and all such liability is hereby expressly waived and released by Mortgagor.

(b) Mortgagor shall indemnify Mortgagee against, and hold Mortgagee harmless from, any and all losses, damages, liabilities, claims, causes of action, judgments, court costs, attorneys' fees and other legal expenses, costs of evidence of title, costs of evidence of value, and other expenses which Mortgagee may suffer or incur: (i) by reason of this Mortgage; (ii) by reason of the performance of any act required or permitted hereunder or by law; (iii) as a result of any failure of Mortgagor to perform Mortgagor's obligations; or (iv) by reason of any alleged obligation or undertaking of Mortgagee to perform or discharge any of the representations, warranties, conditions, covenants or other obligations contained in any other document related to the Real Property, including without limitation, the payment of any taxes, assessments, rents or other lease obligations, liens, encumbrances or other obligations of Mortgagor under this Mortgage. Mortgagor's duty to indemnify Mortgagee shall survive the payment, discharge or cancellation of the Secured Obligations and the release or satisfaction, in whole or in part, of this Mortgage.

(c) Mortgagor shall pay all indebtedness arising under this Section immediately upon demand by Mortgagee, together with interest thereon from the date of demand until paid in full at the highest rate per annum payable under any Secured Obligation. Mortgagee may, at its option, add any such indebtedness to any Secured Obligation.

4.13 Due on Sale or Encumbrance. Except as permitted by the provisions of any Secured Obligation or

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applicable law, if the Real Property or any interest therein shall be sold, transferred (including without limitation, where applicable, through sale or transfer of a majority or controlling interest of the corporate stock, or any general partnership, limited liability company or other similar interests, of Mortgagor), mortgaged, assigned, encumbered or leased, whether voluntarily, involuntarily or by operation of law (each of which actions and events is called a "Transfer"), without Mortgagee's prior written consent, THEN Mortgagee may, at its sole option, declare all Secured Obligations immediately due and payable in full. Mortgagor shall notify Mortgagee in writing of each Transfer within ten (10) business days of the date thereof.

4.14 Releases, Extensions, Modifications and Additional Security. Without notice to or the consent, approval or agreement of any persons or entities having any interest at any time in the Real Property or in any manner obligated under any Secured Obligation (each, an "Interested Party"), Mortgagee may, from time to time, release any Interested Party from liability for the payment of any Secured Obligation, take any action or make any agreement extending the maturity or otherwise altering the terms or increasing the amount of any Secured Obligation, accept additional security, and enforce, waive, subordinate or release all or a portion of the Real Property or any other security for any Secured Obligation. None of the foregoing actions shall release or reduce the personal liability of any Interested Party, nor release or impair the priority of the lien of this Mortgage upon the Real Property.

4.15 Release of Mortgage. Upon satisfaction in full of the Secured Obligations, Mortgagee, without warranty, shall deliver for recording in the appropriate real property records a satisfaction or release of Mortgage for the Real Property, or that portion thereof then covered hereby, from the lien of this Mortgage.

4.16 Subrogation. Mortgagee shall be subrogated to the lien of all encumbrances, whether or not released of record, paid in whole or in part by Mortgagee pursuant to this Mortgage or by the proceeds of any Secured Obligation.

4.17 Mortgagor Different From Obligor ("Third Party Mortgagor"). As used in this Section, the term "Obligor" shall mean each person or entity obligated in any manner under any of the Secured Obligations; and the term "Third Party Mortgagor" shall mean (1) each person or entity included in the definition of Mortgagor herein and which is not an Obligor under all of the Secured Obligations, and (2) each person or entity included in the definition of Mortgagor herein if any Obligor is not included in said definition.

(a) Representations and Warranties. Each Third Party Mortgagor represents and warrants to Mortgagee that: (i) this Mortgage is executed at an Obligor's request; (ii) this Mortgage complies with all agreements between each Third Party Mortgagor and any Obligor regarding such Third Party Mortgagor's execution hereof; (iii) Mortgagee has made no representation to any Third Party Mortgagor as to the creditworthiness of any Obligor; and (iv) each Third Party Mortgagor has established adequate means of obtaining from each Obligor on a continuing basis financial and other information pertaining to such Obligor's financial condition. Each Third Party Mortgagor agrees to keep adequately informed from such means of any facts, events or circumstances which might in any way affect such Third Party Mortgagor's risks hereunder. Each Third Party Mortgagor further agrees that Mortgagee shall have no obligation to disclose to any Third Party Mortgagor any information or material about any Obligor which is acquired by Mortgagee in any manner. The liability of each Third Party Mortgagor hereunder shall be reinstated and revived, and the rights of Mortgagee shall continue if and to the extent that for any reason any amount at any time paid on account of any Secured Obligation is rescinded or must otherwise be restored by Mortgagee, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, all as though such amount had not been paid. The determination as to whether any amount so paid must be rescinded or restored shall be made by Mortgagee in its sole discretion; provided however, that if

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Mortgagee chooses to contest any such matter at the request of any Third Party Mortgagor, each Third Party Mortgagor agrees to indemnify and hold Mortgagee harmless from and against all costs and expenses, including reasonable attorneys' fees, expended or incurred by Mortgagee in connection therewith, including without limitation, in any litigation with respect thereto.

(b) Waivers.

(i) Each Third Party Mortgagor waives any right to require Mortgagee to: (A) proceed against any Obligor or any other person; (B) marshal assets or proceed against or exhaust any security held from any Obligor or any other person; (C) give notice of the terms, time and place of any public or private sale or other disposition of personal property security held from any Obligor or any other person; (D) take any action or pursue any other remedy in Mortgagee's power; or (E) make any presentment or demand for performance, or give any notice of nonperformance, protest, notice of protest or notice of dishonor hereunder or in connection with any obligations or evidences of indebtedness held by Mortgagee as security for or which constitute in whole or in part the Secured Obligations, or in connection with the creation of new or additional obligations.

(ii) Each Third Party Mortgagor waives any defense to its obligations hereunder based upon or arising by reason of: (A) any disability or other defense of any Obligor or any other person; (B) the cessation or limitation from any cause whatsoever, other than payment in full, of any Secured Obligation; (C) any lack of authority of any officer, director, partner, agent or any other person acting or purporting to act on behalf of any Obligor which is a corporation, partnership or other type of entity, or any defect in the formation of any such Obligor; (D) the application by any Obligor of the proceeds of any Secured Obligation for purposes other than the purposes represented by any Obligor to, or intended or understood by, Mortgagee or any Third Party Mortgagor; (E) any act or omission by Mortgagee which directly or indirectly results in or aids the discharge of any Obligor or any portion of any Secured Obligation by operation of law or otherwise, or which in any way impairs or suspends any rights or remedies of Mortgagee against any Obligor; (F) any impairment of the value of any interest in any security for the Secured Obligations or any portion thereof, including without limitation, the failure to obtain or maintain perfection or recordation of any interest in any such security, the release of any such security without substitution, and/or the failure to preserve the value of, or to comply with applicable law in disposing of, any such security; (G) any modification of any Secured Obligation, in any form whatsoever, including without limitation the renewal, extension, acceleration or other change in time for payment of, or other change in the terms of, any Secured Obligation or any portion thereof, including increase or decrease of the rate of interest thereon; or (H) any requirement that Mortgagee give any notice of acceptance of this Mortgage. Until all Secured Obligations shall have been paid in full, no Third Party Mortgagor shall have any right of subrogation, and each Third Party Mortgagor waives any right to enforce any remedy which Mortgagee now has or may hereafter have against any Obligor or any other person, and waives any benefit of, or any right to participate in, any security now or hereafter held by Mortgagee. Each Third Party Mortgagor further waives all rights and defenses it may have arising out of: (1) any election of remedies by Mortgagee, such as a non-judicial foreclosure with respect to any security for any portion of the Secured Obligations, even though that election of remedies may destroy such Third Party Mortgagor's rights of subrogation or such Third Party Mortgagor's rights to proceed against any Obligor for reimbursement; or (2) any loss of rights any Third Party Mortgagor may suffer by reason of any rights, powers or remedies of any Obligor in connection with any anti-deficiency laws or any other laws limiting, qualifying or discharging any Obligor's obligations.

(iii) If any of said waivers is determined to be contrary to any applicable law or public policy, such waiver shall be effective to the extent permitted by applicable law or public policy.

4.18 Association of Unit Owners. The following provisions apply if the Real Property has been submitted to unit ownership law or similar law for the establishment of condominiums or cooperative ownership of

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the Real Property:

(a) Power of Attorney. Mortgagor grants an irrevocable power of attorney to Mortgagee to vote in Mortgagee's discretion on any matter that may come before the association of unit owners. Mortgagee shall have the right to exercise this power of attorney only after Mortgagor's default; however, Mortgagee may decline to exercise this power as Mortgagee sees fit.

(b) Insurance. The insurance as required herein may be carried by the association of unit owners on Mortgagor's behalf, and the proceeds of such insurance may be paid to the association of unit owners for the purpose of repairing or reconstructing the Property. If not so used by the association, such proceeds shall be paid to Mortgagee.

(c) Default. Mortgagor's failure to perform any of the obligations imposed on Mortgagor by the declaration submitting the Real Property to unit ownership, by the bylaws of the association of unit owners, or by any rules or regulations thereunder, shall be an event of default under this Mortgage. If Mortgagor's interest in the Real Property is a leasehold interest and such property has been submitted to unit ownership, any failure by Mortgagor to perform any of the obligations imposed on Mortgagor by the lease of the Real Property from its owner, any default under such lease which might result in termination of the lease as it pertains to the Real Property, or any failure of Mortgagor as a member of an association of unit owners to take any reasonable action within Mortgagor's power to prevent a default under such lease by the association of unit owners or by any member of the association shall be an Event of Default under this Mortgage.

4.19 Appraisals, Fees and Expenses. Mortgagor agrees that Mortgagee may obtain appraisals and reappraisals and perform property evaluations and appraisal reviews of the Real Property when required by the regulations of the Federal Reserve Board or the Office of the Comptroller of the Currency, or any other regulatory agency, or at such other times as Mortgagee may reasonably require. Appraisals shall be performed by an independent third party appraiser selected by Mortgagee; property evaluations and appraisal reviews may be performed by third party appraisers or appraisers and staff of Mortgagee. The fees, expenses and other cost of such appraisals, reappraisals, property evaluations and appraisal reviews shall be paid by Mortgagor. In addition, Mortgagor shall be responsible for payment of all fees and expenses of Mortgagee and third parties relating to inspecting the Real Property, environmental review, title policies and endorsements (or title searches, abstracts of title or legal opinions of title where applicable), and monitoring the payment of property taxes, and any governmental taxes, fees and recording costs relating to this mortgage.

ARTICLE V. DEFAULT PROVISIONS

5.1 Default. The occurrence of any of the following shall constitute a "Default" under this Mortgage: (a) Mortgagor shall fail to observe or perform any obligation or agreement contained herein; (b) any representation or warranty of Mortgagor herein shall prove to be incorrect, false or misleading in any material respect when made; or (c) any default in the payment or performance of any obligation, or any defined event of default, under any provisions of the Note or any other contract, instrument or document executed in connection with, or with respect to, any Secured Obligation.

5.2 Rights and Remedies. Upon the occurrence of any Default, and at any time thereafter, Mortgagee shall have all the following rights and remedies:

(a) With or without notice, to declare all Secured Obligations immediately due and payable in full.

(b) With or without notice, without releasing Mortgagor from any Secured Obligation and without becoming a mortgagee in possession, to cure any Default of Mortgagor and, in connection therewith: (i)

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to enter upon the Real Property and to do such acts and things as Mortgagee deems necessary or desirable to protect the security of this Mortgage, including without limitation, to appear in and defend any action or proceeding purporting to affect the security of this Mortgage or the rights or powers of Mortgagee hereunder; (ii) to pay, purchase, contest or compromise any encumbrance, charge, lien or claim of lien which, in the judgment of Mortgagee, is senior in priority to this Mortgage, the judgment of Mortgagee being conclusive as between the parties hereto; (iii) to obtain, and to pay any premiums or charges with respect to, any insurance required to be carried hereunder; and (iv) to employ counsel, accountants, contractors and other appropriate persons to assist Mortgagee.

(c) To commence and maintain an action or actions in any court of competent jurisdiction to foreclose this Mortgage as a mortgage or to obtain specific enforcement of the covenants of Mortgagor under this Mortgage, and Mortgagor agrees that such covenants shall be specifically enforceable by injunction or any other appropriate equitable remedy. For the purposes of any suit brought under this subsection, Mortgagor waives the defenses of laches and any applicable statute of limitations.

(d) To commence and maintain a foreclosure sale by advertisement as provided by Chapter 4 of Title 34 of the Wyoming Statutes (1977 as amended) to foreclose this Mortgage.

(f) To take and possess all documents, books, records, papers and accounts of Mortgagor or the then owner of the Real Property; to make or modify Leases of, and other agreements with respect to, the Real Property upon such terms and conditions as Mortgagee deems proper; and to make repairs, alterations and improvements to the Real Property deemed necessary, in Mortgagee's judgment, to protect or enhance the security hereof.

(g) To resort to and realize upon the security hereunder and any other security now or later held by Mortgagee concurrently or successively (to the extent authorized by applicable law) and in one or several consolidated or independent judicial actions or lawfully taken non-judicial proceedings, or both, and to apply the proceeds received in accordance with the Section hereof entitled Application of Foreclosure Sale Proceeds, all in such order and manner as Mortgagee shall determine in its sole discretion.

(h) Upon sale of the Real Property at any foreclosure sale, Mortgagee may credit bid (as determined by Mortgagee in its sole discretion), to the extent allowed by law, all or any portion of the Secured Obligations. In determining such credit bid, to the extent allowed by law, Mortgagee may, but is not obligated to, take into account all or any of the following: (i) appraisals of the Real Property as such appraisals may be discounted or adjusted by Mortgagee in its sole underwriting discretion; (ii) expenses and costs incurred by Mortgagee with respect to the Real Property prior to foreclosure; (iii) expenses and costs which Mortgagee anticipates will be incurred with respect to the Real Property after foreclosure, but prior to resale, including without limitation, costs of structural reports and other due diligence, costs to carry the Real Property prior to resale, costs of resale (e.g., commissions, attorneys' fees, and taxes), Hazardous Materials clean-up and monitoring, deferred maintenance, repair, refurbishment and retrofit, and costs of defending or settling litigation affecting the Real Property; (iv) declining trends in real property values generally and with respect to properties similar to the Real Property; (v) anticipated discounts upon resale of the Real Property as a distressed or foreclosed property; (vi) the existence of additional collateral, if any, for the Secured Obligations; and (vii) such other factors or matters that Mortgagee deems appropriate. Mortgagor acknowledges and agrees that: (A) Mortgagee is not required to use any or all of the foregoing factors to determine the amount of its credit bid; (B) this Section does not impose upon Mortgagee any additional obligations that are not imposed by law at the time the credit bid is made; (C) the amount of Mortgagee's credit bid need not have any relation to any loan-to-value ratios specified in any agreement between Mortgagor and Mortgagee or previously discussed by Mortgagor and Mortgagee; and (D) Mortgagee's credit bid may

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be, at Mortgagee's sole discretion, higher or lower than any appraised value of the Real Property.

5.3 Application of Foreclosure Sale Proceeds. After deducting all costs, fees and expenses of sale, including but not limited to costs of evidence of title, advertisement of sale, and attorneys' fees in connection with a foreclosure sale, all proceeds of any foreclosure sale shall be applied first, to payment of all Secured Obligations (including without limitation, all sums expended by Mortgagee under the terms hereof and not then repaid, with accrued interest at the highest rate per annum payable under any Secured Obligation), in such order and amounts as Mortgagee in its sole discretion shall determine; and the remainder, if any, to the person or persons legally entitled thereto.

5.4 Application of Other Sums. All Rents or other sums received by Mortgagee or any agent or receiver hereunder, less all costs and expenses incurred by Mortgagee or such agent or receiver, including reasonable attorneys' fees, shall be applied to payment of the Secured Obligations in such order as Mortgagee shall determine in its sole discretion; provided however, that Mortgagee shall have no liability for funds not actually received by Mortgagee.

5.5 No Cure or Waiver. Neither Mortgagee's or any receiver's entry upon and taking possession of the Real Property, nor any collection of Rents, insurance proceeds, condemnation proceeds or damages, other security or proceeds of other security, or other sums, nor the application of any collected sum to any Secured Obligation, nor the exercise of any other right or remedy by Mortgagee or any receiver shall impair the status of the security of this Mortgage, or cure or waive any breach, Default or notice of default under this Mortgage, or nullify the effect of any notice of default or sale (unless all Secured Obligations and any other sums then due hereunder have been paid in full and Mortgagor has cured all other Defaults), or prejudice Mortgagee in the exercise of any right or remedy, or be construed as an affirmation by Mortgagee of any tenancy, lease or option of the Real Property or a subordination of the lien of this Mortgage.

5.6 Costs, Expenses and Attorneys' Fees. Mortgagor agrees to pay to Mortgagee immediately upon demand the full amount of all payments, advances, charges, costs and expenses, including court costs and reasonable attorneys' fees (to include outside counsel fees and all allocated costs of Mortgagee's in-house counsel), expended or incurred by Mortgagee pursuant to this Article V, whether incurred at the trial or appellate level, in an arbitration proceeding or otherwise, and including any of the foregoing incurred in connection with any bankruptcy proceeding (including without limitation, any adversary proceeding, contested matter or motion brought by Mortgagee or any other person) relating to Mortgagor or in any way affecting any of the Real Property or Mortgagee's ability to exercise any of its rights or remedies with respect thereto. All of the foregoing shall be paid by Mortgagor with interest from the date of demand until paid in full at the highest rate per annum payable under any Secured Obligation.

5.7 Power to File Notices and Cure Defaults. Mortgagor hereby irrevocably appoints Mortgagee and its successors and assigns as Mortgagor's true attorney-in-fact to perform any of the following powers, which agency is coupled with an interest: (a) to execute and/or record any notices of completion, cessation of labor, or any other notices that Mortgagee deems appropriate to protect Mortgagee's interest; and (b) upon the occurrence of any event, act or omission which with the giving of notice or the passage of time, or both, would constitute a Default, to perform any obligation of Mortgagor hereunder; provided however, that Mortgagee, as such attorney-in-fact, shall only be accountable for such funds as are actually received by Mortgagee, and Mortgagee shall not be liable to Mortgagor or any other person or entity for any failure to act under this Section.

5.8 Remedies Cumulative; No Waiver. All rights, powers and remedies of Mortgagee hereunder are cumulative and are in addition to all rights, powers and remedies provided by law or in any other

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agreements between Mortgagor and Mortgagee. No delay, failure or discontinuance of Mortgagee in exercising any right, power or remedy hereunder shall affect or operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any such right, power or remedy preclude, waive or otherwise affect any other or further exercise thereof or the exercise of any other right, power or remedy.

ARTICLE VI. MISCELLANEOUS PROVISIONS

6.1 No Merger. No merger shall occur as a result of Mortgagee's acquiring any other estate in, or any other lien on, the Real Property unless Mortgagee specifically consents to a merger in writing.

6.2 Execution of Documents. Mortgagor agrees, upon demand by Mortgagee, to execute any and all documents and instruments required to effectuate the provisions hereof.

6.3 Right of Inspection. Mortgagee or its agents or employees may enter onto the Real Property at any reasonable time for the purpose of inspecting the Real Property and ascertaining Mortgagor's compliance with the terms hereof.

6.4 Notices. All notices, requests and demands which Mortgagor or Mortgagee is required or may desire to give to the other party must be in writing, delivered to Mortgagee at the following address:

Wells Fargo Bank, National Association
Business Lending
BBSG Boise Loan Ops, PO Box 8203, Boise, ID 83707-2203
Attention: Collateral Department

and to Mortgagor at its address set forth at the signature lines below, or at such other address as either party shall designate by written notice to the other party in accordance with the provisions hereof.

6.5 Successors; Assignment. This Mortgage shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto; provided however, that this Section does not waive the provisions of the Section hereof entitled Due on Sale or Encumbrance. Mortgagee reserves the right to sell, assign, transfer, negotiate or grant participations in all or any part of, or any interest in, Mortgagee's rights and benefits under the Note, any and all other Secured Obligations and this Mortgage. In connection therewith, Mortgagee may disclose all documents and information which Mortgagee now has or hereafter acquires relating to the Real Property, all or any of the Secured Obligations and/or Mortgagor and, as applicable, any partners, joint venturers or members of Mortgagor, whether furnished by any Mortgagor or otherwise.

6.6 Rules of Construction. (a) When appropriate based on the identity of the parties or other circumstances, the masculine gender includes the feminine or neuter or both, and the singular number includes the plural; (b) the term "Real Property" means all and any part of or interest in the Real Property; (c) all Section headings herein are for convenience of reference only, are not a part of this Mortgage, and shall be disregarded in the interpretation of any portion of this Mortgage; (d) if more than one person or entity has executed this Mortgage as "Mortgagor," the obligations of all such Mortgagors hereunder shall be joint and several; and (e) all terms of Exhibit A, and each other exhibit and/or rider attached hereto and recorded herewith, are hereby incorporated into this Mortgage by this reference.

6.7 Severability of Provisions. If any provision of this Mortgage shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Mortgage.

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6.8 Waiver of Homestead Exemption. To the extent any Mortgagor has a right to a homestead exemption provided by law, each such Mortgagor hereby releases and waives all rights under and by virtue of the homestead exemption laws of Wyoming.

6.9 Recourse to Separate Property. Any married person who executes this Mortgage as a Mortgagor and who is obligated under any Secured Obligation agrees that any money judgment which Mortgagee obtains pursuant to the terms of this Mortgage or any other obligation of that married person secured by this Mortgage may be collected by execution upon that person's separate property, and any community property (to the extent applicable) of which that person is a manager.

6.10 Waiver of Homestead Exemption. Mortgagor hereby released and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Secured Obligations secured by this Mortgage.

6.11 Arbitration.

(a) Arbitration - Binding Arbitration. Bank and each party to this agreement hereby agree, upon demand by any party, to submit any Dispute to binding arbitration in accordance with the terms of this Arbitration Program. Arbitration may be demanded before the institution of a judicial proceeding, or during a judicial proceeding, but not more than 60 days after service of a complaint, third party complaint, cross-claim, or any answer thereto, or any amendment to any of such pleadings. A "Dispute" shall include any dispute, claim or controversy of any kind, whether in contract or in tort, legal or equitable, now existing or hereafter arising, relating in any way to any aspect of this agreement, or any related note, instrument or agreement incorporating this Arbitration Program (the "Documents"), or any renewal, extension, modification or refinancing of any indebtedness or obligation relating thereto, including without limitation, their negotiation, execution, collateralization, administration, repayment, modification, extension, substitution, formation, inducement, enforcement, default or termination, or any request for additional credit. This provision is a material inducement for the parties entering into the transactions relating to this Agreement. In the event of a court ordered arbitration, the party requesting arbitration shall be responsible for timely filing the demand for arbitration and paying the appropriate filing fee within 30 days of the abatement order or the time specified by the court; the party's failure to do so shall result in that party's right to demand arbitration being automatically terminated with respect to such Dispute. DISPUTES SUBMITTED TO ARBITRATION ARE NOT RESOLVED IN COURT BY A JUDGE OR JURY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PARTIES IRREVOCABLY AND VOLUNTARILY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARBITRATED PURSUANT TO THIS ARBITRATION PROGRAM.

(b) Governing Rules. Any arbitration proceeding will (i) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between the parties; and (ii) be conducted by the American Arbitration Association ("AAA"), or such other administrator as the parties shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000.00 exclusive of claimed interest, arbitration fees and costs in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes are referred to herein, as applicable, as the "Rules"). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Arbitration proceedings hereunder shall be conducted at a location mutually agreeable to the parties, or if they cannot agree, then at a location selected by the AAA in the state of the applicable substantive law primarily governing the Note. Any party who fails or refuses to submit to arbitration following a demand

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by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute. The arbitrator shall award all costs and expenses of the arbitration proceeding.

(c) No Waiver of Provisional Remedies, Self-Help and Foreclosure. The arbitration requirement does not limit the right of any party to (i) foreclose against real or personal property collateral; (ii) exercise self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession; or (iii) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment or the appointment of a receiver, before during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any Dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in sections (i), (ii) and (iii) of this paragraph.

(d) Arbitrator Qualifications and Powers. Any arbitration proceeding in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$5,000,000.00. Any Dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. Every arbitrator shall be a neutral practicing attorney or a retired member of the state or federal judiciary, in either case with a minimum of ten years experience in the substantive law applicable to the subject matter of the Dispute. The arbitrator will determine whether or not an issue is arbitratable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator will decide (by documents only or with a hearing at the arbitrator's discretion) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator shall resolve all Disputes in accordance with the applicable substantive law and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the applicable state rules of civil procedure, or other applicable law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

(e) Discovery. In any arbitration proceeding discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the Dispute being arbitrated and must be completed no later than 20 days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

(f) Class Proceedings and Consolidations. No party hereto shall be entitled to join or consolidate disputes by or against others in any arbitration, except parties to this agreement, or any contract, instrument or document relating to this agreement, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

(g) Small Claims Court. Any party may require that a Dispute be resolved in Small Claims Court if the Dispute and related claims are fully within that court's jurisdiction.

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(h) Miscellaneous. To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the Dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. If more than one agreement for arbitration by or between the parties potentially applies to a Dispute, the arbitration provision most directly related to the documents between the parties or the subject matter of the Dispute shall control. This arbitration provision shall survive the repayment of the Note and the termination, amendment or expiration of any of the Documents or any relationship between the parties.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the date first set forth above.

LHL HOLDINGS, LLC
Address: 307 S 3RD ST, LARAMIE, WY 82070-3623

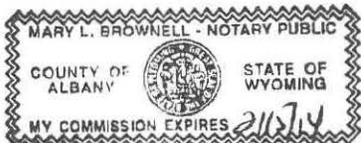
By: [Signature]
Name: LILLIAN LUU
Title: Member

By: [Signature]
Name: HUNG Q LUU
Title: Member

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of WYOMING)
County of ALBANY) SS

This instrument was acknowledged before me on 9/12/13 (date) by LILLIAN LUU, Member of LHL HOLDINGS, LLC.



[Signature]
(Notarial Officer)
My commission expires: 2/15/14

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of WYOMING)
County of ALBANY) SS

This instrument was acknowledged before me on 9/12/13 (date) by HUNG Q LUU, Member of LHL HOLDINGS, LLC.



[Signature]
(Notarial Officer)
My commission expires: 2/15/14

EXHIBIT A

(Description of Property)

Exhibit A where Real Property or its address is commonly known as 307 S 3RD ST, LARAMIE, WY 82070-3623, Assessor's Parcel No. 05-1673-33-20-008.00.

Description of Property

See Exhibit A attached hereto and made a part hereof.

Lots 8 and 9, Block 201, City of Laramie, formerly the Town of Laramie, Albany County, Wyoming.

M. CML.

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Debbie Heggie (307) 721-4664
B. E-MAIL CONTACT AT FILER (optional) debbie.heggie@fib.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) First Interstate Bank PO Box 1307 Laramie WY 82073

71909

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
Book 499 of Microfilm Records at page 50

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. PARTY INFORMATION CHANGE:

Check one of these two boxes:

This Change affects Debtor or Secured Party of record

AND Check one of these three boxes to:

CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c
 ADD name: Complete item 7a or 7b, and item 7c
 DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

8. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral

Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

First Interstate Bank

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

9/13/2013 1:50 PM

#2013-5655 2 OF 2

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form
Book 499 of Microfilm Records at page 50

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME

First Interstate Bank

PO Box 1307, Laramie WY 82073

OR

12b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see instructions if name does not fit

13a. ORGANIZATION'S NAME

OR

13b. INDIVIDUAL'S SURNAME

Griffin

FIRST PERSONAL NAME

Marion

ADDITIONAL NAME(S)/INITIAL(S)

M

SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

15. This FINANCING STATEMENT AMENDMENT:

 covers timber to be cut covers as-extracted collateral is filed as a fixture filing16. Name and address of a RECORD OWNER of real estate described in item 17
(If Debtor does not have a record interest):

17. Description of real estate:

All Lots 8 and 9, Block 201, City of Laramie,
formerly the Town of Laramie, Albany County,
Wyoming

18. MISCELLANEOUS:

APPENDIX D-10

851 N. 3RD STREET

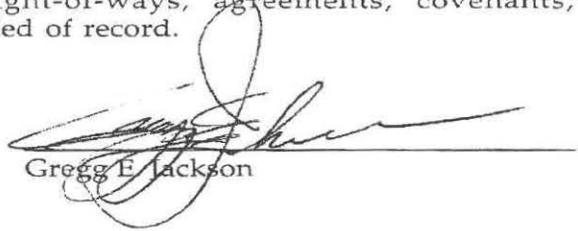
WARRANTY DEED

Gregg E. Jackson and Margaret Jackson, husband and wife; Garrett T. Gowan ^{9/1/9} and Marguerite L. Gowan, husband and wife; Larry H. McGarvin and Susan R. McGarvin, husband and wife; Horace M. MacMillan, II, and Becky N. Klemt, husband and wife; and Joseph A. Jarvis, as Trustee of the Joseph A. Jarvis Trust, established December 5, 1994; GRANTORS, of Albany County, State of Wyoming, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT to Peerless Tyre Co., A Colorado Corporation, GRANTEE, whose address is 5000 Kingston Street, Denver, Colorado 80239, the following described real estate, situate in Albany County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

All of Lot 8, and All of Lot 7 except the North 2 feet of the West 50 feet, Block 71, Union Pacific Railway Company's Third Addition to the City of Laramie, Albany County, Wyoming; according to the records of the County Clerk and Recorder of Albany County, State of Wyoming.

TOGETHER with the improvements thereon and appurtenances thereto.

SUBJECT TO easements, right-of-ways, agreements, covenants, restrictions and reservations filed of record.


Gregg E. Jackson

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The above and foregoing WARRANTY DEED was acknowledged before me by Gregg E. Jackson this 6th day of August, 1998.

Marguerite L. Gowan
Marguerite L. Gowan

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The foregoing WARRANTY DEED was acknowledged before me by Marguerite L. Gowan this 25th day of February, 1998.

WITNESS my hand and official seal.

Walter S. Zinswiler
Notary Public



STATE OF WYOMING)
) ss.
COUNTY OF Campbell)

Larry H. McGarvin
Larry H. McGarvin

The above and foregoing WARRANTY DEED was acknowledged before me by Larry H. McGarvin this 12th day of March, 1998.

Witness my hand and official seal.

Debra Brower
Notary Public



My Commission expires:

Susan R. McGarvin
Susan R. McGarvin

STATE OF WYOMING)
) ss.
COUNTY OF Campbell)

The above and foregoing WARRANTY DEED was acknowledged before me by Susan R. McGarvin this 12th day of March, 1998.

QUITCLAIM DEED

THIS INDENTURE made this 19 day of February, 1999 between PEERLESS TYRE CO., a Colorado Corporation, GRANTOR, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt whereof is hereby acknowledged, CONVEYS AND QUITCLAIMS to MILLER & MILLER CONSULTING, INC., a Wyoming Corporation, GRANTEE, whose address is 867 North Third Street, Laramie, Wyoming 82072 of Albany County and State of Wyoming, all of its interest in the following described real property situate in Albany County, State of Wyoming, to-wit:

All of Lots 5 and 6 Block 71, and the North 2 feet of the West 53.5 feet of Lot 7, Block 71, Union Pacific Railway Company's Third Addition to the City of Larmie.

HEREBY releasing and waiving all rights in and to said property under and by virtue of the homestead exemption laws of the State of Wyoming.

IN WITNESS WHEREOF, GRANTOR has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer, the day and year first above written.

**PEERLESS TYRE CO.
A Colorado Corporation**

By: Sam Forbes
President

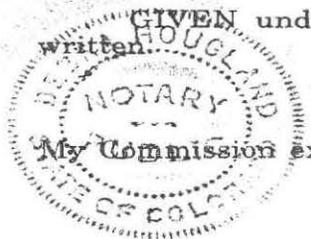
ATTEST:

Bruna A. Cough
Secretary

STATE OF COLORADO)
COUNTY OF DENVER) ss.

On this 19th day of FEBRUARY, 1999, the foregoing instrument was acknowledged to before me by SAMUEL FORBES, who appeared before me and was personally known to me, and who, being by me duly sworn, did say that he is the President of Peerless Tyre Co., a Colorado Corporation, 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 President acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notary seal the day and year first above written.



Petra Houglund
Notary Public

My Commission expires: 8/24/2002

RECORDATION REQUESTED BY:

Bank One, Colorado, NA
1125 17th Street
Denver, CO 80217

WHEN RECORDED MAIL TO:

Bank One Comm'l Loan Servicing
P O Box 62943 AZ1-2570
Phoenix, AZ 85082-2943

9719
SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MORTGAGE

THIS MORTGAGE IS MADE AS OF APRIL 13, 1999, by PEERLESS TYRE CO., A COLORADO CORPORATION, whose address is 5000 KINGSTON STREET, DENVER, CO 80239 (referred to below as "Grantor") for the benefit of Bank One, Colorado, NA, whose address is 1125 17th Street, Denver, CO 80217 (referred to below as "Lender").

with the power of sale
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 improvements (as defined below): all tenant security deposits, utility deposits and all proceeds (including without limitation premium refunds) of each policy of insurance relating to any of the improvements, the Personal Property or the Real Property; all rents, issues, profits, revenues, royalties or other benefits of the improvements, the Personal Property or the Real Property; 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 Albany County, State of Wyoming (the "Real Property"):

All of Lot 8, and All of Lot 7 except the North 2 feet of the West 53.5 feet, Block 71, Union Pacific Railway Company's Third Addition to the City of Laramie, Albany County, Wyoming.

The Real Property or its address is commonly known as 851 N. 3rd STREET, LARAMIE, WY 82702.

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 PEERLESS TYRE CO., A COLORADO CORPORATION. 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 the indebtedness evidenced by the Note, including all principal and accrued interest thereon, together with all other liabilities, costs and expenses for which Grantor is responsible under this Mortgage or under any of the Related Documents. In addition, the word "Indebtedness" includes all other obligations, debts and liabilities, plus any accrued interest thereon, owing by Grantor, or any one or more of them, to Lender of any kind or character, now existing or hereafter arising, as well as all present and future claims by Lender against Grantor, or any one or more of them, and all renewals, extensions, modifications, substitutions and rearrangements of any of the foregoing; whether such Indebtedness arises by note, draft, acceptance, guaranty, endorsement, letter of credit, assignment, overdraft, indemnity agreement or otherwise; whether such Indebtedness is voluntary or involuntary, due or not due, direct or indirect, absolute or contingent, liquidated or unliquidated; whether Grantor may be liable individually or jointly with others; whether Grantor may be liable primarily or secondarily or as debtor, maker, comaker, drawer, endorser, guarantor, surety, accommodation party or otherwise.

Leases. The word "Leases" means all right, title and interest of Grantor in and to all leases relating to the Real Property, together with all modifications, extensions and guaranties thereof, presently existing or hereafter arising.

Lender. The word "Lender" means Bank One, Colorado, NA, its successors and assigns. The Lender is the mortgagee under this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage by Grantor for the benefit of Lender, as may hereafter be amended or modified.

Note. The word "Note" means the promissory note dated April 13, 1999, in the original principal amount of \$262,500.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for such promissory note.

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, or located on, 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 the Note and all 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 Note.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property, including, without limitation, all Rents from all Leases.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF LEASES AND 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:

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 condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value. Grantor shall also observe and comply with all conditions and requirements (if any) necessary to preserve and extend all rights, easements, licenses, permits (including, without limitation, zoning variations and any non-conforming uses and structures), privileges, franchises and concessions applicable to the Real Property or contracted for in connection with any present or future use of the Real Property.

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

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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. Except as previously disclosed to and acknowledged by Lender in writing, 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, (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; (c) 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 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; and (d) There are and have been no underground storage tanks on or under the Real Property and all underground storage tanks located on or under the Real Property have been and shall be maintained in accordance 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 of a hazardous waste or substance on the properties. 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.

Alteration of Improvements. Grantor shall not make any material alterations in the Improvements (including, without limitation 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, including without limitation, the Americans With Disabilities Act. 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.

ASSIGNMENT OF LEASES AND RENTS.

Assignment of Leases. Grantor hereby assigns to Lender all Leases including all of Grantor's rights and power to modify, terminate, accept, surrender or waive or release tenants from performance or observation of any obligations or conditions of the Leases. Prior to an Event of Default, Grantor shall have the right, without joinder of Lender, to enforce the Leases, unless Lender directs otherwise.

Assignment of Rents. Grantor does hereby absolutely and unconditionally assign, transfer and set over to Lender all Rents, subject, however, to a license hereby granted by Lender to Grantor to collect and receive all of the Rents (such license evidenced by Lender's acceptance hereof) and to the terms and conditions hereof; provided, however, upon the occurrence of an Event of Default hereunder or upon the occurrence of any event or circumstance which with the lapse of time or the giving of notice or both would constitute an Event of Default hereunder, such license shall automatically and immediately terminate and Grantor shall hold all Rents paid to Grantor thereafter in trust for the use and benefit of Lender and Lender shall have the right, power and authority, whether or not it takes possession of the Property, to seek enforcement of any such lease, contract or bond and to demand, collect, receive, sue for and recover in its own name any and all of the above described amounts assigned hereby and to apply the sum(s) collected, first to the payment of expenses incident to the collection of the same, and the balance to the payment of the Indebtedness; provided further, however, that Lender shall not be deemed to have taken possession of the Property except on the exercise of its option to do so, evidenced by its demand and overt act for such purpose. It shall not be necessary for Lender to institute any type of legal proceedings or take any other action whatsoever to enforce the assignment provisions contained herein. Notwithstanding anything contained herein or in any of the other Related Documents to the contrary, the assignment in this Paragraph is an absolute, unconditional and presently effective assignment and not merely a security interest.

Right to Rely. Grantor hereby irrevocably authorizes and directs the tenants under the Leases to pay Rents to Lender upon written demand by Lender without further consent of Grantor, and the tenants may rely upon any written statement delivered by Lender to the tenants. Any such payment to Lender shall constitute payment to Grantor under the Leases. The provisions this Paragraph are intended solely for the benefit of the tenants and shall never inure to the benefit of Grantor or any person claiming through or under Grantor, other than a tenant who has not received such notice. The Assignment of Rents set forth herein is not contingent upon any notice or demand by Lender to the tenants.

Warranties Concerning Leases and Rents. Grantor represents and warrants that: (a) Grantor has good title to the Leases and Rents and authority to assign them, and no other person or entity has any right, title or interest therein; (b) all existing Leases are valid, unmodified and in full force and effect, except as indicated herein, and no default exists thereunder; (c) unless otherwise provided herein, no Rents have been or will be assigned, mortgaged or pledged; (d) no Rents have been or will be waived, released, discounted or compromised; and (e) Grantor has not collected Rents more than one (1) month in advance.

Grantor's Covenants of Performance. Grantor covenants to: (a) perform all of its obligations under the Leases; (b) give immediate notice to Lender of any notice Grantor receives from any tenant or subtenant under any Leases, specifying any claimed default by any party under such Leases; (c) enforce the tenant's obligations under the Leases; (d) defend, at Grantor's expense, any proceeding pertaining to the Leases, including, if Lender so requests, any such proceeding to which Lender is a party; (e) neither create nor permit any encumbrance upon its interest as lessor of the Leases except as provided hereunder; and (f) deliver to Lender upon its request executed originals of all Leases and copies of all records relating thereto.

Prior Approval for Actions Affecting Leases. Grantor shall not, without the prior written consent of Lender: (a) receive or collect Rents more than one month in advance; (b) encumber or assign future Rents or Leases; (c) waive or release any obligation of any tenant under the Leases; (d) cancel, terminate or materially modify any of the Leases, except upon default by the tenant thereunder; or (e) enter into any Leases after the date hereof.

Lender in Possession. Lender's acceptance of this assignment shall not, prior to entry upon and taking possession of the Property by Lender, be deemed to constitute Lender a "mortgagee in possession," nor obligate Lender to appear in or defend any proceedings relating to any of the Leases or to the Property, take any action hereunder, expend any money, incur any expenses or perform any obligation or liability under the Leases, or assume any obligation for any deposits delivered to Grantor by any tenant and not delivered to Lender. Lender shall not be liable for any injury or damage to any person or property in or about 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, instalment sale contract, land contract, contract for deed, 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 (unless such Grantor's stock is publicly traded), partnership or limited liability company, "sale or transfer" also includes any change in ownership without the prior written consent of Lender 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.

Payment. Grantor shall pay when due all taxes, assessments, water charges and sewer services charges levied or assessed against the Property, or any part thereof, 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 and clear of all liens, except for liens of taxes and assessments not due and except as otherwise provided herein.

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.

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. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insured in such liability insurance policies. Additionally, Grantor shall procure and maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. 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 thirty (30) 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.

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 under this Mortgage. 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. Lender is hereby appointed attorney-in-fact for Grantor, such power being coupled with an interest, to make proof of loss or damage if Grantor fails to do so within fifteen (15) days, to receive any sums collected under such policies and, in the event any insurance losses are paid by check, draft or other instrument payable to Grantor, Lender may endorse Grantor's name thereof and take such further steps on behalf of Grantor as are necessary to realize on any such instrument. Application of insurance proceeds to the payment of the Indebtedness will not extend, postpone or waive any payments otherwise due or change the amount of such payment to be made and the proceeds may be applied in such order and in such amounts as Lender may elect.

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.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured, the then current replacement value of such property, and the manner of determining that value; and (e) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the 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 will be payable on demand and shall be secured by this instrument. 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.

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Real Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the legal description of the Real Property set forth herein or attached hereto 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.

No Other Liens. Grantor will not, without the prior written consent of Lender, create, place, or permit to be created or placed, or through any act or failure to act, acquiesce in the placing of, or allow to remain, any mortgage, voluntary or involuntary lien, whether statutory, constitutional or contractual (except for a lien for ad valorem taxes on the Real Property which are not delinquent), security interest, encumbrance or charge, against or covering the Property, or any part thereof, other than as permitted herein, regardless if same are expressly or otherwise subordinate to the lien or security interest created in this Mortgage, and should any of the foregoing become attached hereafter in any manner to any part of the Property without the prior written consent of Lender, Grantor will cause the same to be promptly discharged and released.

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.

Solvency of Grantor. As of the date hereof, and after giving effect to this document and the completion of all other transactions contemplated by Grantor at the time of the execution hereof, (i) Grantor is and will be solvent, (ii) the fair saleable value of Grantor's assets exceeds and will continue to exceed Grantor's liabilities (both fixed and contingent), (iii) Grantor is paying and will continue to be able to pay its debts as they mature, and (iv) if Grantor is not an individual, Grantor has and will have sufficient capital to carry on Grantor's businesses and all businesses in which Grantor is about to engage.

CONDEMNATION.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or

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purchase in lieu of condemnation, Lender may at its discretion 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.

Attorney-In-Fact. Lender is hereby authorized, in the name of Grantor, to execute and deliver valid acquittances for condemnation awards paid to Grantor. Lender is hereby irrevocably appointed Grantor's attorney-in-fact, such power being coupled with an interest, to receive any sums due in connection with such condemnation, and, in the event any such proceeds are paid by check, draft or other instrument payable to Grantor, Lender may endorse Grantor's name thereon and take such further steps on behalf of Grantor as are necessary to realize on any such instrument. Any application of condemnation proceeds to the payment of the indebtedness will not extend, postpone or waive any payments otherwise due or change the amount of such payment to be made, and the proceeds may be applied in such order and in such amounts as Lender may elect.

SECURITY AGREEMENT; FINANCING STATEMENTS.

Security Agreement. Grantor hereby grants to Lender a security interest in all Personal Property and Rents to secure payment of the Indebtedness. This instrument shall constitute a security agreement and a financing statement, 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.

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 other 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 recording, perfecting or continuing the lien created hereby and 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.

Lien Not Released. The lien, security interest and other security rights of Lender hereunder shall not be impaired by any indulgence, moratorium or release granted by Lender, including but not limited to, the following: (a) any renewal, extension, increase or modification of any of the Indebtedness; (b) any surrender, compromise, release, renewal, extension, exchange or substitution granted in respect of any of the Property; (c) any release or indulgence granted to any endorser, guarantor or surety of any of the Indebtedness; (d) any release of any other collateral for any of the Indebtedness; (e) any acquisition of any additional collateral for any of the Indebtedness; (f) any consent to the granting of any easement with respect to the Real Property; and (g) any waiver or failure to exercise any right, power or remedy granted herein, by law or in any of the Related Documents.

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.

Other Defaults. Failure to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note, in any of the other Related Documents or in any other agreement now existing or hereafter arising between Lender and Grantor.

False Statements. Any warranty, representation or statement made or furnished to Lender under this Mortgage, the Note or any of the other Related Documents is false or misleading in any material respect.

Default to Third Party. The occurrence of any event which permits the acceleration of the maturity of any indebtedness owing by Grantor or any Guarantor to any third party under any agreement or undertaking.

Bankruptcy or Insolvency. If the Grantor or any Guarantor: (i) becomes insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they become due; (ii) generally is not paying its debts as such debts become due; (iii) has a receiver, trustee or custodian appointed for, or take possession of, all or substantially all of the assets of such party or any of the Collateral, either in a proceeding brought by such party or in a proceeding brought against such party and such appointment is not discharged or such possession is not terminated within sixty (60) days after the effective date thereof or such party consents to or acquiesces in such appointment or possession; (iv) files a petition for relief under the United States Bankruptcy Code or any other present or future federal or state insolvency, bankruptcy or similar laws (all of the foregoing hereinafter collectively called "Applicable Bankruptcy Law") or any involuntary petition for relief is filed against such party under any Applicable Bankruptcy Law and such involuntary petition is not dismissed within sixty (60) days after the filing thereof, or an order for relief naming such party is entered under the any Applicable Bankruptcy Law, or any composition, rearrangement, extension, reorganization or other relief of debtors now or hereafter existing is requested or consented to by such party; (v) fails to have discharged within a period of sixty (60) days any attachment, sequestration or similar writ levied upon any property of such party; or (vi) fails to pay within thirty (30) days any final money judgment against such party.

Liquidation, Death and Related Events. If Grantor or any Guarantor is an entity, the liquidation, dissolution, merger or consolidation of any such entity or, if any of such parties is an individual, the death or legal incapacity of any such individual.

Abandonment. Grantor abandons all or a portion of the Property.

Action by Other Lienholder. The holder of any lien or security interest on the Property (without hereby implying the consent of Lender to the existence or creation of any such lien or security interest) declares a default thereunder or institutes foreclosure or other proceedings for the enforcement of its remedies thereunder.

Destruction of Property. The Property is so demolished, destroyed or damaged that, in the judgment of Lender, it cannot be restored or rebuilt with available funds to a profitable condition within a reasonable period of time.

Condemnation. So much of the Property is taken in condemnation, or sold in lieu of condemnation, or the Property is so diminished in value due to any injury or damage to the Property, that the remainder thereof cannot, in the judgment of Lender, continue to be operated profitably for the purpose for which it was being used immediately prior to such taking, sale or diminution.

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

FILE DATE: 04/15/1999 FILE TIME: 09:30
ALBANY COUNTY, WY, JACKIE R GONZALES - COUNTY CLERK DOC #: 1999 2400
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under the Uniform Commercial Code.

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. The receiver may be appointed by a court of competent jurisdiction upon ex parte application without notice, notice being expressly waived hereby.

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 reasonable attorneys' fees. 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, environmental 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 three (3) days after 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.

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.

Financial Statements. As long as the Indebtedness remains unpaid in whole or in part, Grantor agrees to furnish Lender upon request by Lender, financial statements concerning Grantor, including, without limitation, such information with respect to the Real Property, at such time and in such form and detail as reasonably requested by Lender.

Appraisals. Grantor agrees that Lender may obtain from time to time in Lender's sole discretion, an appraisal or re-appraisal of the Real Property and Grantor shall be responsible, and shall promptly reimburse Lender for all costs associated therewith, including without limitation, the cost of any appraisal reviews; provided, however, Grantor will be obligated to pay for the cost of any such appraisals or re-appraisals no more than one (1) time in any twelve (12) month period.

Indemnity. Grantor hereby agrees to indemnify, defend and hold harmless Lender, and its officers, directors, employees, agents and representatives (each an "Indemnified Person") from and against any and all liabilities, obligations, claims, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature (collectively, the "Claims") which may be imposed on, incurred by or asserted against, any Indemnified Person (whether or not caused by any Indemnified Person's sole, concurrent or contributory negligence) arising in connection with the Related Documents, the Indebtedness or the Property (including, without limitation, the enforcement of the Related Documents and the defense of any Indemnified Person's action and/or inaction in connection with the Related Documents), except to the limited extent that the Claims against the Indemnified Person are proximately caused by such Indemnified Person's willful misconduct. The indemnification provided for in this Section shall survive the termination of this instrument and shall extend and continue to benefit each individual or entity who is or has any time been an Indemnified Person hereunder.

Applicable Law. This Agreement has been delivered to Lender and accepted by Lender in the State of Colorado. Subject to the provisions on arbitration in any Related Document, this Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without regard to any conflict of laws or provisions thereof.

JURY WAIVER. THE UNDERSIGNED AND LENDER (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG THE UNDERSIGNED AND LENDER ARISING OUT OF OR IN ANY WAY RELATED TO THIS DOCUMENT, AND ANY OTHER RELATED DOCUMENT, OR ANY RELATIONSHIP BETWEEN LENDER AND THE BORROWER. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER TO PROVIDE THE FINANCING DESCRIBED HEREIN OR IN THE OTHER RELATED DOCUMENTS.

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.

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

FILE DATE: 04/15/1999 FILE TIME: 09:30
ALBANY COUNTY, WY, JACKIE R GONZALES - COUNTY CLERK DOC #: 1999 2400
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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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

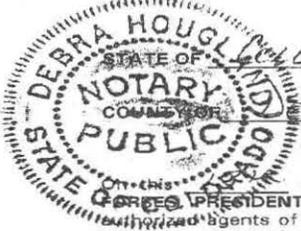
GRANTOR:

PEERLESS TYRE CO., A COLORADO CORPORATION

By: *Samuel E. Forbes*
SAMUEL E. FORBES, PRESIDENT

By: *Bruce A. Coupe*
BRUCE A. COUPE, SECRETARY

CORPORATE ACKNOWLEDGMENT



STATE OF COLORADO)
NOTARY PUBLIC) SS
DENVER)

On this 15 day of APRIL, 1999, before me, the undersigned Notary Public, personally appeared **SAMUEL E. FORBES**, PRESIDENT; and **BRUCE A. COUPE**, SECRETARY of **PEERLESS TYRE CO., A COLORADO CORPORATION**, and known to me to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the corporation.

By *Debra Hougland* Residing at *4411 E 115th Place*
Notary Public in and for the State of *Colorado* My commission expires *8/24/2002*

LASER PRO. Reg. U.S. Pat. & T.M. Off., Ver. 3.25a (c) 1999 CFI ProServices, Inc. All rights reserved. (CO-G03 E3.25 F3.25 P3.25 CD809204.LN C21.OVL)

WARRANTY DEED

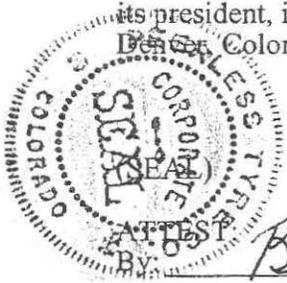
Know all persons by these presents, that PEERLESS TYRE CO., a corporation organized and existing under the laws of the State of Colorado, with a place of business at 5000 Kingston Street, City of Denver, County of Denver, State of Colorado, referred to as grantor, in consideration of the sum of \$361,000.00 and other valuable consideration, the receipt of which is acknowledged, does grant, bargain, sell, and convey to BLUE OWL INVESTMENTS LIMITED LIABILITY COMPANY, 5000 Kingston Street, City of Denver, County of Denver, State of Colorado, referred to as grantee, the real property and premises located in the County of Albany, State of Wyoming, described as follows:

All of Lot 8, and all of Lot 7, except the North 2 feet of the West 53.5 feet, Block 71, Union Pacific Railway Company's Third Addition to the City of Laramie, Albany County, Wyoming,

together with all improvements on such property and appurtenances belonging to such property, and warrants the title to the described real property. The real property or its address is commonly known as 851 North 3rd Street, Laramie, Wyoming 82702.

To have and to hold the described premises to the grantee, its successors and assigns, forever, free, clear, and discharged of and from all former grants, charges, taxes, judgments, mortgages, and other liens and encumbrances of whatsoever nature, except that certain first mortgage in favor of BankOne Denver, Denver, Colorado, in the approximate amount of \$253,900.00.

In witness of which, the grantor caused this warranty deed to be executed in its name by its president, its corporate seal to be affixed, and its genuineness attested to by its secretary at Denver, Colorado, on June 1, 2000.



PEERLESS TYRE CO.
By: [Signature]
President

[Signature]
Its secretary

STATE OF COLORADO)
CITY AND COUNTY OF DENVER) ss.

The foregoing instrument was acknowledged before me by Sam Forbes, as President of Peerless Tyre Co. this 1st day of June, 2000.

Witness my hand and official seal.
My commission expires: 8/24/2002

[Signature]
Notary Public



9719

LOAN MODIFICATION AND ASSUMPTION AGREEMENT

THIS LOAN MODIFICATION AND ASSUMPTION AGREEMENT ("**Agreement**") is made and entered into effective this 19th day of June, 2000, by and between BANK ONE COLORADO, NA ("**Lender**"), and PEERLESS TYRE CO., a Colorado corporation (the "**Borrower**"); and BLUE OWL INVESTMENTS LIMITED LIABILITY COMPANY, a Colorado limited liability company (hereinafter, "**LLC**").

RECITALS

A. On April 13, 1999, Lender extended a loan to Borrower in the principal amount of \$262,500.00 ("**Loan**"), which Loan is evidenced by the following documents:

(1) Promissory Note dated April 13, 1999, executed by Borrower, payable to the order of Lender in the original principal amount of \$262,500.00 (the "**Note**");

(2) Mortgage dated April 13, 1999, executed by the Borrower in favor of Lender, and recorded April 15, 1999, in Book 1999 at Page 0001 of 0006 as File No. 2400 of the Official Records of Albany County, Wyoming (the "**Mortgage**"), encumbering certain property located in Albany County, Wyoming, more particularly described in **Exhibit A** attached hereto and incorporated herein by reference (the "**Property**");

(3) All other collateral documents executed in connection with the Loan, including without limitation, financing statements, security agreements, affidavits, financial statements and other documents, if any, executed or delivered in connection with the Loan (each of the documents referred to in subparagraphs (1) and (2) above, shall be hereinafter collectively referred to as the "**Loan Documents**").

B. Borrower has requested that Lender enter into this Agreement to permit the LLC to assume the Borrower's obligations under the Loan Documents, all assets of the Borrower, including the Property, having been transferred to the LLC.

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, that parties agree as follows:

1. As of June 13, 2000, the unpaid principal balance of the Note equals \$250,271.35 (the "**Existing Principal Balance**"). Borrower acknowledges that the Existing Principal Balance is due and owing and is not subject to any defenses or offsets.
2. The maturity date of the Loan remains as is with a maturity date of April 13, 2006 (the "**Maturity Date**"). The interest rate on the Loan shall continue to be calculated in accordance with the Note. The first payment on the Loan following the execution of this Agreement shall be July 13, 2000. Thereafter, monthly

payments on the Loan shall be payable in accordance with the Loan Documents. The Loan, including all accrued and unpaid interest, shall be due and payable in full on the Maturity Date.

3. By its execution of this Agreement, the LLC agrees to assume and pay all indebtedness evidenced by the Note executed by Borrower, as modified hereby, the Mortgage, and all indebtedness and obligations secured by the Mortgage, and other Loan Documents, and further agrees to be bound, without any limitation whatsoever, by all the conditions and covenants of the Note, the Business Loan Agreement, the Mortgage, and other Loan Documents. Nothing contained herein shall be construed as releasing Borrower from liability under said Loan Documents and the Borrower shall remain obligated under the terms of said Loan Documents, to the same extent as if no assumption had been permitted hereunder.
4. Borrower and LLC each reaffirm to Lender all of the representations, warranties, covenants and agreements made to Lender as set forth in the Loan Documents, as if said representations, warranties, covenants and agreements were made as of the date hereof.
5. Borrower and LLC each ratify, affirm, reaffirm, acknowledge, confirm and agree that the Loan Documents and each and every other document and instrument which evidences or secures payment of the Note represents a valid and enforceable, collectible obligation of Borrower and LLC, and Borrower and LLC further acknowledge that there are no existing claims, defenses or rights of setoff with respect to any of the aforementioned instruments or documents, and further acknowledge and represent that as of the date of execution hereof, no event has occurred and no condition exists which constitutes a default by Lender under the Loan Documents either with or without notice or lapse of time.
6. Borrower, LLC and Lender hereby agree that, except as expressly modified herein, all terms and provisions of the Loan Documents are and remain in full force and effect and are hereby ratified and affirmed by Borrower and LLC in all respects and such parties specifically acknowledge the validity and enforceability thereof.
7. Borrower, LLC and Lender agree that this Agreement modifies the Note and other Loan Documents but in no way acts as a release or relinquishment of the lien, security interest and rights (collectively the "Liens"), securing payment of the Loan, including, without limitation, the liens created by the Mortgage. The Liens are hereby renewed, extended, ratified and affirmed by the parties in all respects.
8. This Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties.
9. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same

document. This Agreement shall not be effective until executed by all parties. This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein.

10. This Agreement and any and all documents executed in connection herewith shall be construed pursuant to the laws of the State of Colorado.

IN WITNESS WHEREOF, this Agreement is executed effective on the day and year first above written.

“Lender”

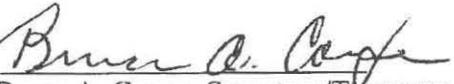
BANK ONE, COLORADO, N.A.

By: 
Kevin T. Shaw, Vice President

“Borrower”

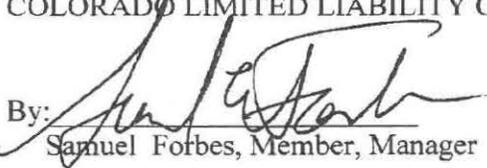
PEERLESS TYRE CO.
A COLORADO CORPORATION

By: 
Samuel E. Forbes, President

By: 
Bruce A. Coupe, Secretary/Treasurer

“LLC”

BLUE OWL INVESTMENTS
LIMITED LIABILITY COMPANY, A
COLORADO LIMITED LIABILITY COMPANY

By: 
Samuel Forbes, Member, Manager

STATE OF COLORADO)
)ss.
CITY AND COUNTY OF DENVER)

The foregoing Agreement was acknowledged before me this 19th day of June, 2000, by Kevin T. Shaw, as Vice President of Bank One, Colorado, N.A, a national banking association.

Witness my hand and official seal.
My commission expires: _____

SEAL

Barbara A. Ellis
Notary Public

My Commission Expires 07/09/2001



STATE OF COLORADO)
)ss.
CITY AND COUNTY OF DENVER)

The foregoing Agreement was acknowledged before me this 19th day of June, 2000, by Samuel E. Forbes, as President and Bruce Coupe as Secretary/Treasurer of Peerless Tyre Co., a Colorado corporation.

Witness my hand and official seal.
My commission expires: _____

SEAL

Barbara A. Ellis
Notary Public



My Commission Expires 07/09/2001

STATE OF COLORADO)
)ss.
CITY AND COUNTY OF DENVER)

The foregoing Agreement was acknowledged before me this 19th day of June, 2000, by Samuel Forbes, as Member, Manager of Blue Owl Investments Limited Liability Company, a Colorado limited liability company.

Witness my hand and official seal.
My commission expires: _____

Barbara A. Ellis
Notary Public

SEAL



My Commission Expires 07/09/2001

EXHIBIT A

All that certain real property situate in the County of Albany, State of Wyoming, more particularly described as follows:

All of Lot 8, and all of Lot 7, except the North 2 feet of the West 53.5 feet, Block 71, Union Pacific Railway Company's Third Addition to the City of Laramie, Albany County, Wyoming.

The Real Property or its address is commonly known as 851 N. 3rd Street, Laramie, WY 82702.

Two handwritten signatures in black ink. The signature on the left is stylized and appears to be 'JAC'. The signature on the right is more fluid and appears to be 'JAC' with a long horizontal stroke extending to the right.

FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHALL BE FILED WITH THE RECORDER OR THE REGISTRAR OF TITLES IN WHOSE OFFICE THE MORTGAGE WAS FILED.

WHEN RECORDED RETURN TO:

RECORD & RETURN TO 13543
CT LIEN SOLUTIONS
P.O. BOX 29071 03
Glendale, CA 91209-9071
40401534-WY1-Albany

Release of Mortgage

JPMorgan Chase Bank, N.A., successor in interest Bank One, Colorado, NA. ("the Bank") whose address is 10 S. Dearborn St., 7th Floor, Mailcode IL1-1145, Chicago, IL 60603, certifies that the Mortgage executed by Peerless Tyre Co., a Colorado Corporation, and Blue Owl Investments Limited Liability Company, a Colorado Limited Liability Company ("the Mortgagor") whose address is 5000 Kingston Street, Denver, Colorado 80239 to JPMorgan Chase Bank, N.A., dated April 13, 1999 and recorded on April 15, 1999 in Book 1999 Page 0001-0006 as File No. 2400, Albany County Records, is satisfied and released.

The Mortgage covers real property of Albany County, Wyoming described as:

See Exhibit A attached hereto and made a part hereof.

Executed on August 30, 2013

JPMorgan Chase Bank, N.A. successor in interest Bank One, Colorado, NA.

By: 

Clarence D. Lowe Supervisor - CB Operations
Printed Name Title

ACKNOWLEDGEMENT

State of Illinois)
County of Cook) ss
)

The foregoing instrument was acknowledged before me this 8/30/13 (date) by Clarence D. Lowe Supervisor -CB Operations (name of officer or agent, title of officer or agent) of JPMorgan Chase Bank, N.A., a national banking association, on behalf of the association.

Given under my hand and notarial seal this 30 day of August 2013



Daniel Mastantuono

Notary Public
My Commission expires: 1-17-16

This instrument was prepared by Mary Agnes Aloysius.

EXHIBIT-A

Real Estate Property Located in the County of Albany, State of Wyoming.

All that certain real property situate in the County of Albany, State of Wyoming, more particularly described as follows:

All of Lot 8, and all of Lot 7, except the North 2 feet of the West 53.5 feet, Block 71, Union Pacific Railway Company's Third Addition to the City of Laramie, Albany County, Wyoming.

The Real Property or its address is commonly known as 851 N. 3rd Street, Laramie, WY 82702.

APPENDIX D-11

211 FREMONT STREET

01-02-02
10690

WARRANTY DEED

Richard L. Knight, Trustee under the Richard L. Knight Revocable Trust, dated the 27 day of November, 1996, "Grantor(s)", for TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid, CONVEY(S) AND WARRANT(S) to Richard C. Phillips and D. Kathryn Phillips, husband and wife, as tenants by the entirety, "Grantee(s)", whose address is 1166 Granito Dr., Laramie, WY 82072, the following described real estate, to wit:

The East 22.43 feet of Lots 20, 21 and 22, also described as All of Lots 20, 21 and 22 lying East of the West 109.57 feet, in Block 148, City of Laramie, formerly the Town of Laramie, Albany County, Wyoming, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and all improvements thereon.

SUBJECT to easements, reservations, covenants and restrictions presently of record in the office of the County Clerk for Albany County, Wyoming.

Including the release and waiver of all rights under and by virtue of the homestead and exemption laws of the State of Wyoming.

Executed this 13 day of February, 2001.

Richard L. Knight Revocable Trust, dated the 27 day of November, 1996

By: Richard L. Knight
Richard L. Knight, Trustee

STATE OF Colorado)
COUNTY OF Gorfield) ss.

The foregoing Warranty Deed was acknowledged personally before me by Richard L. Knight, Trustee under the Richard L. Knight Revocable Trust, dated the 27 day of November, 1996 this 13th day of February, 2001.

Witness my hand and official seal.

Joseph M. Magee
NOTARY PUBLIC



My commission expires: 2-10-2004

NOTICE OF REAL ESTATE SALES CONTRACT

10690/1710083
8089

Richard C. Phillips and D. Kathryn Phillips, husband and wife, hereby give notice that on the date hereof, they executed, as Seller, a REAL ESTATE SALES CONTRACT, in favor of Vincent P. Arbour, Buyer, whose address is 3306 Juniper, Laramie, Wyoming 82070, in regard to that real property described as follows:

The East 22.43 feet of Lots 20, 21, and 22, also described as all of Lots 20, 21, and 22, lying East of the West 109.57 feet, Block 148, Original Town of Laramie, now the City of Laramie, Albany County, Wyoming together with all and singular in the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and all improvements thereon.

The interest of the aforesaid REAL ESTATE SALES CONTRACT, and in the hereinabove described real property shall be fully released and terminated upon recording of a QUITCLAIM DEED from such contract Buyer.

WITNESS my hand this 13 day of May, 2011.

Richard C. Phillips
Richard C. Phillips

D. Kathryn Phillips
D. Kathryn Phillips

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The foregoing NOTICE OF REAL ESTATE SALES CONTRACT was acknowledged personally before me by Richard C. Phillips and D. Kathryn Phillips this 13 day of May, 2011.

WITNESS my hand and official seal.

Lori Paul

Notary Public

My Commission Expires:
9.28.2011



Warranty Deed

T6875

Vincent P. Arbour, a single person, Grantor, for and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, conveys and warrants to Vincent Patrick Arbour, Trustee of the Vincent Patrick Arbour Revocable Trust dated December 12, 2011, whose address is 3306 Juniper, Laramie, Wyoming, 82070, all of his interest in and to the following described real estate, situate in Albany County and State of Wyoming, hereby releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

PARCEL I:

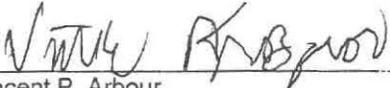
The East 22.43 feet of Lots 20, 21, and 22, also described as all of Lots 20, 21, and 22, lying East of the West 109.57 feet, Block 148, Original Town of Laramie, now the City of Laramie, Albany County, Wyoming;

PARCEL II:

All that portion of Lot 19 lying East of the West 48 feet and the 61.57 feet lying East of the West 48 feet of Lots 20, 21, and 22, Block 148, Original Town of Laramie, now the City of Laramie, Albany County, Wyoming;

together with improvements thereon and appurtenances thereto, but subject to easements, reservations, restrictions, restrictive covenants, and rights-of-way of record.

WITNESS my hand this 14th day of December, 2011.

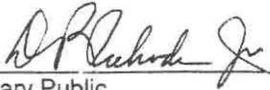


Vincent P. Arbour

STATE OF WYOMING)
) ss:
COUNTY OF ALBANY)

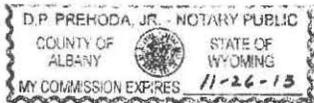
The foregoing Warranty Deed was acknowledged before me by Vincent P. Arbour this 14th day of December, 2011.

Witness my Hand and Official Seal.



Notary Public

My Commission expires:



Warranty Deed T6875

Mary Ellen Arbour, Successor Trustee of the Vincent Patrick Arbour Revocable Trust dated December 12, 2011, Grantor, for and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, conveys and warrants to Jeff Adamovicz and Brenda Adamovicz, husband and wife, as tenants by the entireties with right of survivorship, whose address is 463 Reynolds - Laramie, WY 82072, all of the trust's interest in and to the following described real estate, situate in Albany County and State of Wyoming, hereby releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

PARCEL I:

The East 22.43 feet of Lots 20, 21, and 22, also described as all of Lots 20, 21, and 22, lying East of the West 109.57 feet, Block 148, Original Town of Laramie, now the City of Laramie, Albany County, Wyoming;

PARCEL II:

All that portion of Lot 19 lying East of the West 48 feet and the 61.57 feet lying East of the West 48 feet of Lots 20, 21, and 22, Block 148, Original Town of Laramie, now the City of Laramie, Albany County, Wyoming;

together with improvements thereon and appurtenances thereto, but subject to easements, reservations, restrictions, restrictive covenants, and rights-of-way of record.

WITNESS my hand this 8 day of January, 2013.

Mary Ellen Arbour, trustee
Mary Ellen Arbour, Successor Trustee
of the Vincent Patrick Arbour Revocable
Trust dated December 12, 2011

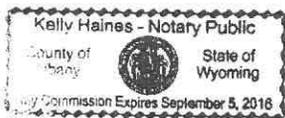
STATE OF WYOMING)
) ss:
COUNTY OF ALBANY)

The foregoing Warranty Deed was acknowledged before me by Mary Ellen Arbour, Successor Trustee of the Vincent Patrick Arbour Revocable Trust dated December 12, 2011 this 8 day of January, 2013.

Witness my Hand and Official Seal.

Kelly Haines
Notary Public

My Commission expires: 9/5/2016



RELEASE OF MORTGAGE

INSITU, Inc., a Wyoming Corporation, does hereby certify that a certain mortgage bearing date the 15th day of November, 2006, made and executed by Grants Frontier Investment and Development LLC, a Pennsylvania limited liability company, as mortgagor, INSITU, Inc., as mortgagee, encumbering certain real estate referenced therein as security for the payment of an amount referenced therein, which mortgage was recorded in the office of the County Clerk of Albany County, State of Wyoming, on the 16th day of November, 2006 as Albany County Clerk Doc. # 2046-8411 and mortgaging the following described real estate:

All Lot 5 and the South one-half of Lot 6, Block 191, City of Laramie, formerly the Town of Laramie, Albany County, Wyoming (hereinafter referred to as the "Property")

is, together with a Promissory Note secured thereby, and the aforementioned debt, fully paid, satisfied, released, and discharged; and in consideration thereof the mortgagee does hereby release and quitclaim unto the mortgagor the premises thereby conveyed and mortgaged.

WITNESS my hand this 13th day of November, 2006.

Mortgagee: INSITU, Inc.

By: Robert S. Blythe

STATE OF WYOMING)
Colorado)ss.
COUNTY OF ALBANY)
Larimer

On this 13th day of November, 2006 before me personally appeared Robert S. Blythe to me personally known, who, being by me duly sworn, did say that he is the President and CEO of INSITU, Inc., a Wyoming Corporation, and that said instrument was signed on behalf of said corporation by authority of its Officers, and said President/CEO acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal.

Jody Burrows
11/13/06

Notary Public

My commission expires:



My Commission Expires 11/29/2008

ALBANY COUNTY, LARAMIE, WY JACKIE R. GONZALES, ALBANY CO CLK
6/7/2013 4:16 PM
#2013-3396 1 OF 1

CORRECTIVE WARRANTY DEED

Grants Frontier Investment and Development LLC, a Pennsylvania limited liability company, grantor(s) of **Albany** County, State of **WY**, for and in consideration of Ten Dollars and Other Good and Valuable Consideration, in hand paid, receipt whereof is hereby acknowledged, Convey and Warrant To

Grants Frontier Investment and Development LLC, a Wyoming limited liability company, grantee(s),

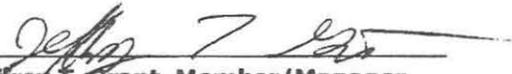
whose address is: **216 East Grand Avenue, Laramie, Wyoming 82070** of **Albany** County and State of **Wyoming**, the following described real estate, situate in **Albany** County and State of **Wyoming**, to wit:

All Lot 5 and the South one-half of Lot 6, Block 191, City of Laramie, formerly the Town of Laramie, Albany County, Wyoming.

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

This Corrective Warranty Deed is being recorded to correct the signature and notary of the grantor in Warranty Deed recorded March 01, 2013 as Document No. 2013-1207

Witness my/our hand(s) this 6 day of JUNE, 2013.


Jeffrey T. Grant, Member/Manager

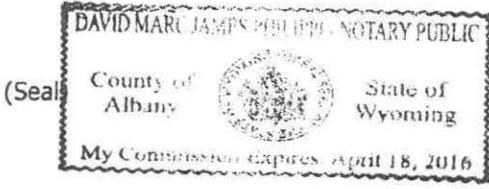
State of **Wyoming**

County of **Albany**

This instrument was acknowledged before me on this 6 day of JUNE, 2013, by **Jeffrey T. Grant as the Member/Manager of Grants Frontier Investment and Development LLC, a Pennsylvania limited liability company.**


Notary

My commission expires: April 18 2016



APPENDIX D-12

310 S. 3RD STREET

Quitclaim Deed

Albany Realty, a Wyoming Partnership, consisting of W. Paul Greaser, Kerry J. Greaser, and Susan C. Ball, Grantor, being converted under Wyoming law to Albany Realty, LLC, for the consideration of TEN (\$10.00) DOLLARS and other good and valuable consideration, in hand paid, CONVEYS and QUITCLAIMS to **Albany Realty, LLC, a Wyoming Limited Liability Company**, consisting of Members W. Paul Greaser, Kerry J. Greaser, and Susan C. Ball, Grantee, whose address is 407 Garfield, Laramie, Wyoming 82070, all interest in the following described real estate, situate in the County of Albany, State of Wyoming, to-wit:

TRACT ONE

Lots Three (3) and Four (4), Block Forty-three (43), Downey's Addition to the City of Laramie, Albany County, Wyoming.

TRACT TWO

Lot 6, Block 1, Heckart Addition to the City of Laramie, Albany County, Wyoming.

TRACT THREE

The South 54 feet of the West 4 feet, and the East 52 feet of the South 43 feet of Lot 9, Block 3, and the South 54 feet of Lot 10, Block 3, all in University Place Addition to the City of Laramie, Albany County, Wyoming.

TRACT FOUR

The South 7.64 feet of Lot 10 and the North 13.28 feet of Lot 11, Block 23 of the Coughlin Addition to the City of Laramie, Albany County, Wyoming.

TRACT FIVE

All that portion of Lot 1, Block 23 lying North of a line parallel with and 22.28 feet North of the South line of Lot 1 of the Coughlin Addition to the City of Laramie, Albany County, Wyoming.

TRACT SIX

Lot 4, Block 22, Coughlin Addition to the City of Laramie, Albany County, Wyoming.

TRACT SEVEN

All of Lot 4 except the East 32.2 feet and all of Lot 5, Block 3, Grand Avenue Third Addition to the City of Laramie, Albany County, Wyoming.

TRACT EIGHT

Lots 23, 24 and 25, Block 22, Coughlin Addition to the City of Laramie, Albany County, Wyoming.

TRACT NINE

A tract of land in the SW $\frac{1}{4}$ of Section 27, Township 16 North, Range 73 West of the 6th P.M. in the City of Laramie, Albany County, Wyoming, more particularly described as follows:

Beginning at a point from which the West $\frac{1}{4}$ corner of said Section 27 bears North 03°44' East 1124.87 feet, said point being the SE corner of Reynolds Street at 15th Street; thence North 89°38' East 600.28 feet along the South line of Reynolds Street and Reynolds Street Extended; thence South 02°03' West 889.14 feet along the West line of 17th Street Extended to the NW corner of Shields Street at 17th Street; thence South 89°42' West 294.75 feet along the North line of Shields Street; thence 111.17 feet along a circular curve to the left along the North line of

WESTFALL

Shields Street (R=246.15', Δ=26°15', T=56.94', D=23°26'); thence South 63°39' West 96.62 feet along the North line of Shields Street; thence 80.43 feet along a circular curve to the right along the North line of Shields Street (R=156.34, Δ=30°00', T=41.89', D=37°18'); thence North 86°21' West 35.78 feet along the North line of Shields Street to the NE corner of Shields Street at 15th Street; thence North 02°07' East 971.35 feet along the line of 15th Street to the Point of Beginning, said tract containing 12.631 acres, more or less.

TRACT TEN

Lot 40, Block 1, Richards Park First Addition to the City of Laramie, Albany County, Wyoming.

TRACT ELEVEN

A tract of land situated in Section 29, Township 15 North, Range 74 West of the 6th P.M., in Albany County, Wyoming: Starting at the Northwest corner of Section 29, running East on the North line of said Section 416.5 feet; then South 00°14' West paralleling the West line of Section 29 a distance of 1473 feet to the beginning point of acre; then North 52°04' East 436 feet; then South 00°14' West 127 feet; then South 52°04' West 436 feet; then North 00°14' East a distance of 127 feet to Point of Beginning.

TRACT TWELVE

The East 70.25 feet of Lot 6 and the East 70.25 feet of the North 4 inches of Lot 5, all in Block 200, Original Town of Laramie, now City of Laramie, Albany County, Wyoming, with all improvements thereon except provisions in that certain Party Wall Agreement dated January 28, 1956 and recorded on January 28, 1956 in Book 65 at Page 253, No. 380173; and together with all right, title and interest in and to that certain right-of-way easement across the remainder of said Lot 6 (being all of said Lot 6, except the East 70.25 feet thereof) for water, sewer, gas, electric and other utility lines on, under and across said remainder of said Lot 6, to serve the tract above conveyed, more particularly described in that certain Warranty Deed dated January 30, 1956, and recorded in Book 65 of Photo Records on Page 288 in the office of the Albany County Clerk.

TRACT THIRTEEN

A tract of land situated in the SE¼SW¼ Section 27, Township 16 North, Range 73 West of the 6th P.M., Albany County, Wyoming, more particularly described as follows:

Beginning at the South quarter corner of Section 27 which is a well-set stone; thence North 01°55'58" East along the North-South centerline of Section 27, 854.94 feet to a point on the South line of the plat as recorded in the office of the County Clerk for Lots 14-33, Block 2; Lots 1-9, Block 3; and Lots 1-8, Block 5 of the Fairfield Addition; thence North 88°02'00" West along the line 112.88 feet to a point; thence South 61°35'42" West along the line 31.16 feet to a point; thence South 01°58'00" West along the line 8.43 feet to a point; thence South 89°34'44" West along the line 557.96 feet to the point of a curvature of a curve concave Northeasterly having a radius of 160.00 feet; thence Northwesterly along the curve and the South line; through a central angle of 21°42'36" 60.63 feet to a point; (chord bearing North 77°10'06" West 60.26 feet); thence North 66°18'48" West along the South line 523.65 feet to the point of a curvature of a curve concave Southwesterly, having a radius of 140.00 feet; thence Northwesterly along the curve and the South line, through a central angle of 21°42'36" 53.05 feet (chord bearing North 77°10'06" West 52.73 feet) to a point on the East line of 19th Street as platted in the Coughlin Addition; thence South 01°58'36" West along the East line 847.13 feet to a point (previously shown as South 02°01'52" West); thence North 88°01'24" West along the South end of 19th Street as platted 30.06 feet to a point on the West line of the SE¼SW¼; thence South 01°58'36" West along the West line 228.78 feet to the Southwest corner of the SE¼SW¼; thence North 89°39'48" East along the South line of Section 27, 1326.50 feet to the Point of Beginning. Bearings are referenced to the South line of the SW¼ of Section 27 as North 89°39'48" East.

EXCEPTING THEREFROM Lots 15 through 18 inclusive, Block 3, and Lots 1 through 3 inclusive, Block 4, Fairfield Addition to the City of Laramie, Albany County, Wyoming, as platted November 14, 1985 and recorded as instrument No. 764399 and the following described tract of land:

Beginning at a point that lies North 48°25'24" West a distance of 827.99 feet from the South ¼ corner of said Section 27, thence North 88°01'24" West a distance of 60.00 feet; thence 61.59 feet along a 35°48'36" curve concave to the right (chord bears North 77°20'20" West 61.20 feet); thence North 66°18'48" West a distance of 393.18 feet; thence North 23°41'12" East

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a distance of 110.08 feet; thence South 66°18'48" East a distance of 20.15 feet; thence North 23°41'12" East a distance of 150.08 feet; thence South 66°18'48" East a distance of 270.47 feet; thence 60.63 feet along a 35°48'36" curve concave to the left (chord bears South 77°10'06" East 60.26 feet); thence South 88°01'24" East a distance of 60.00 feet; thence South 01°58'36" West a distance of 279.64 feet to the Point of Beginning. Said tract contains 2.74 acres, more or less.

ALSO EXCEPTING THEREFROM a tract of land in the S½ of Section 27, Township 16 North, Range 73 West of the 6th P.M., Albany County, Wyoming, more particularly described as follows:

Beginning at the South one-quarter corner of Section 27 and proceeding thence South 89°58'31" East (previously South 88°00'04" East), 69.77 feet along the Southerly line of the SE¼ of Section 27 to the Easterly line of 22nd Street as described in Book 452 of Microfilm Records at Page 687, to the True Point of Beginning; thence North 00°20'13" East 853.86 feet (previously North 01°55'58" East 854.94 feet) along the Easterly line of 22nd Street as described in Book 452 of Microfilm Records at Page 687 to the Southeast corner of Lots 14 through 33, Block 2, Lots 1 through 9, Block 3 and Lots 1 through 8, Block 5, Fairfield Addition platted May 18, 1983 as Instrument No. 730786; thence North 87°59'35" West 153.08 feet (previously as North 88°02'02" West 153.11 feet) along the Southerly line of said Fairfield Addition platted May 18, 1983 as Instrument No. 730786; thence South 61°38'07" West (previously South 61°35'42" West) 31.16 feet along the Southerly line of Fairfield Addition platted May 18, 1983 as Instrument No. 730786; thence South 02°00'25" West (previously South 01°58'00" West) 8.43 feet along the Easterly line of said Fairfield Addition platted May 18, 1983 as Instrument No. 730786; thence South 89°37'09" West (previously South 89°34'34" West) 498.04 feet along the Southerly line of Fairfield Addition platted May 18, 1983 as Instrument 730786 to a point on the Easterly line of 21st Street as shown on the plat of Lots 10 through 14, Block 3, Lots 4 through 9, Block 4, Fairfield Addition platted May 24, 1994 as Instrument No. 889184; thence South 02°21'40" West 279.92 feet (previously recorded as South 01°58'36" West 279.64 feet) along the Easterly line of 21st Street and the Easterly line of Fairfield Addition as platted May 24, 1994 as Instrument No. 889184; thence North 87°38'20" West 60.00 feet along the Southerly line of Fairfield Addition platted May 24, 1994 as Instrument 889184 and to a point on the Westerly line of 21st Street, extended, (previously recorded as North 88°01'24" West); thence South 02°22'00" West 32.67 feet; thence 26.10 feet around a circular curve to the right with a radius of 70.00 feet, the chord of which bears South 13°02'38" West 25.95 feet; thence South 23°43'37" West 30.86 feet; thence 23.56 feet around a circular curve to the right with a radius of 15.00 feet, the chord of which bears South 68°43'37" West 21.21 feet; thence South 23°43'37" West 60.00 feet; thence South 66°16'23" East 148.04 feet; thence South 23°43'37" West 320.34 feet; thence South 00°01'26" West 53.27 feet to a point on the Southerly line of Section 27; thence South 89°57'33" East (previously North 89°39'48" East) 732.36 feet, more or less, along the Southerly line of Section 27, to the Point of Beginning. Bearings used hereon are based upon the Wyoming State Plane Coordinate System, East Zone, Modified to the Wyoming Transportation Department Coordinate System by an adjustment factor of 1.00034.

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TRACT FOURTEEN

All land owned in the E½ of Section 27, Township 16 North, Range 73 West of the 6th P.M., Albany County, Wyoming, lying North of Reynolds Street and West of 30th Street Extended.

TRACT FIFTEEN

In Township 18 North, Range 72 West of the 6th P.M., Albany County, Wyoming:

- Section 2: All
- Section 3: All

In Township 19 North, Range 72 West of the 6th P.M., Albany County, Wyoming:

- Section 34: E½
- Section 35: All

TRACT SIXTEEN

The North 55.3 feet of Lot 6, in Block 284, Park View Addition to the City of Laramie, Albany County, Wyoming.

together with improvements thereon and appurtenances thereto, but subject to easements, reservations, restrictions, restrictive covenants, and rights of way or record.

WITNESS our hands this 14th day of January, 1998.

W Paul Greaser
W. Paul Greaser, Partner

Kerry J Greaser
Kerry J Greaser, Partner

Susan C. Ball
Susan C. Ball, Partner

STATE OF WYOMING)
) SS.
COUNTY OF ALBANY)

The foregoing instrument was acknowledged before me by W. Paul Greaser, Kerry J. Greaser, and Susan C. Ball, the Partners of Albany Realty, a Wyoming Partnership, this 14th day of January, 1998.

Witness my hand and official seal.

[Signature]
Notary Public

My Commission Expires: 9/20/98



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Warranty Deed

Albanly Realty, LLC, a Wyoming limited liability company, Grantor, for and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, conveys and warrants to Nighthawk Properties, LLC, a Wyoming limited liability company, Grantee, whose address is 2303 Nighthawk Drive, Laramie, Wyoming 82072, the following described real estate, situate in Albany County, State of Wyoming, hereby releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

TRACT ONE:

Lots Three (3) and Four (4), Block Forty-three (43), Downey's Addition to the City of Laramie, Albany County, Wyoming;

TRACT TWO:

Lot 6, Block 1, in Heckart Addition to the City of Laramie, Albany County, Wyoming;

TRACT THREE:

North 24.17 feet of Lot 4, Block 22, Coughlin Addition to the City of Laramie, Albany County Wyoming;

TRACT FOUR:

All Lot 22, Block 23, Coughlin Addition to the city of Laramie, Albany County, Wyoming.

TRACT FIVE:

All that portion of Lot 1, Block 23 lying North of a line parallel with and 22.28 feet North of the South line of Lot 1, of the Coughlin Addition to the City of Laramie, Albany County, Wyoming;

TRACT SIX:

The East 70.25 feet of Lot 6 and the East 70.25 feet of the North 4 inches of Lot 5, all in Block 200, Original Town of Laramie, now the City of Laramie, Albany County, Wyoming, with all improvements thereon except provisions in that certain Party Wall Agreement dated January 28, 1956, and recorded on January 28, 1956, in Book 65 at Page 253, No. 380173; and together with all right, title and interest in and to that certain right-of-way easement across the remainder of said Lot 6 (being all of said Lot 6, except the East 70.25 feet thereof) for water, sewer, gas, electric and other utility lines on, under and across said remainder of said Lot 6, to serve the tract above conveyed, more particularly described in that certain Warranty Deed dated January 30, 1956, and recorded in Book 65 of Photo Records on Page 288 in the office of the Albany County Clerk.

together with improvements thereon and appurtenances thereunto, but subject to easements, reservations, restrictions, restrictive covenants, and rights-of-way of record.

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WITNESS our hands this 13th day of November, 2006.

ALBANY REALTY, LLC,
a Wyoming Limited Liability Company

by: W. Paul Greaser
W. Paul Greaser, Member

by: Susan C. Ball
Susan C. Ball, Member

by: Kerry J. Greaser
Kerry J. Greaser, Member

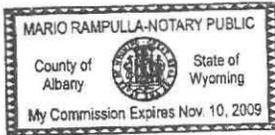
STATE OF WYOMING)
) ss:
COUNTY OF ALBANY)

The foregoing Warranty Deed was acknowledged personally before me by Kerry J. Greaser, Paul W. Greaser, and Susan C. Ball, Members of Albany Realty, LLC, a Wyoming Limited Liability Company, this 13th day of November, 2006.

Witness my Hand and Official Seal.

Mario M. Rampulla
Notary Public

My Commission expires: 11/10/09



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