

REAL ESTATE MORTGAGE

THIS PURCHASE MONEY REAL ESTATE MORTGAGE is made effective this 30th day of November, 2016 between Abernatha Properties, LLC, a Wyoming limited liability, and its sole member Corbin H. Abernatha, a single person, personally, (herein collectively the "Borrowers") who is indebted to Szeron, LLC, a Wyoming limited liability company, or its successors or assigns (hereinafter "Lender" or "Lender"), whose address is 1095 Saberton Avenue, in the original principal sum of **Four Hundred Eighty Thousand Dollars (\$480,000.00)**, which indebtedness is evidenced by that Promissory Note of even date herewith (hereinafter "Note"), the terms of which are incorporated herein by reference, with the balance of the indebtedness, if not sooner paid, due and payable in full on or before **December 1, 2021**.

TO SECURE to Lender: (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrowers herein contained, Borrowers do hereby mortgage, grant and convey to Lender, with power of sale, all of his right, title and interest (whether now owned or hereafter acquired) in the following described Property: **2155 North Main Street, Sheridan, Wyoming, and more particularly described as: the South one-half (1/2) of Lot 3, and all of Lots 4 and 5, in Block 28, Suburban Homes Company's Addition to the City of Sheridan, Sheridan County, Wyoming; excepting therefrom that certain parcel of land conveyed to the Transportation Commission of Wyoming as contained in Quitclaim Deed recorded August 27, 2015, in Book 555 at Page 101.**

COVENANTS. Borrowers and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrowers shall pay all principal and interest, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage by Borrowers making payment, when due, directly to the payee thereof.

2. **Taxes and Insurance.** Borrowers shall pay all taxes and assessments by making payment, when due, directly to the payee thereof.

Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazard included within the term "extended coverage," for a price not to be less than the unpaid balance owed to Lender and all other liens against the Property. The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid by Borrower's making payment, when due, directly to the insurance carrier. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged by any person including Borrower, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible, or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the payments due under the Note. If the Property is acquired by Lender, as set forth hereafter, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note shall be applied by Lender in accord with the terms of said Promissory Note.

4. **Charges, Liens.** Borrower shall promptly discharge any lien which has priority over this Mortgage, provided that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. **Owner-Occupied Requirement; Protection of Lender's Security.**

Borrowers shall occupy the Property as its/their headquarters for business purposes. Borrowers may lease to others not more than thirty percent (30%) of the square footage of the Property without the Lender's prior written consent. It is the parties' intent of this covenant to ensure Borrower is directly vested and responsible for the care and production value of the Property rather than leasing out the Property during the term of this Mortgage.

Further, Borrowers shall keep the Property in good repair and shall not commit waste of the Property. If Borrowers fail to perform any material covenant and agreement contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lenders interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement or arrangements or proceedings involving a bankrupt or decedent, waste or damage to the property, then Lender, at Lenders

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option, upon notice to Borrowers, may make such appearances, disburse such sums and take such action as is required to protect Lender's interest, including, but not limited to, disbursement of reasonable attorneys fees and entry upon the Property to make repairs.

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

6. Inspection. Lender may make or cause to be made reasonable entry upon and inspections of the Property, provided that Lender shall give Borrowers reasonable notice (i.e., 24-hour notice except in emergencies) prior to any such inspection specifying reasonable cause therefore related to Lenders interest in the Property.

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

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

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

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

9. Hazardous Substances. The Property will not be, so long as this Mortgage remains a lien on the Property, used for the generation, manufacture, disposal or release of a hazardous substance, as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), applicable state laws, or regulations adopted pursuant to either of the foregoing.

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

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

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

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

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14. Governing Law and Venue; Severability. This Mortgage shall be governed by the laws of the State of Wyoming, and the venue and jurisdiction for any dispute arising by virtue of this instrument shall be the Fourth Judicial District Court, Sheridan, Wyoming.

In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or said Promissory Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Promissory Note are declared to be severable.

15. Borrowers' Copy. Borrowers shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution of recordation hereof.

16. Transfer of the Property; Assumption. If all or any part of the Property or any interest therein is sold or transferred by Borrowers without Lender's prior written consent, excluding: (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a security interest permitted herein, (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 to not more than 30% of the Property, then Lender may, at Lender's option, declare all the sums secured by this Mortgage to be due and payable and the closing of such conveyance.

If Lender exercises such option to accelerate, Lender shall mail Borrowers notice of acceleration in accordance with the notice requirements herein. Such notice shall provide a period of not less than Twenty (20) calendar days from the date of notice is mailed within which Borrowers may pay the sums declared due. If Borrowers fail to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrowers, invoke any remedies permitted herein.

17. Default Provisions. Borrowers agree to pay the indebtedness according to the terms of the Promissory Note incorporated herein by reference, and during the life of this Mortgage, to pay all taxes and assessments on the Property and to keep the improvements thereon insured against fire and other hazards in a sum not less than the unpaid principal balance by such insurance as Lender may approve, with the proceeds thereof made payable to Lender. If Borrowers fails to pay such taxes or assessments or fails to keep the premises insured, Lender may pay the same and may insure the premises, and all sums paid by Lender for such purposes shall be added to and considered as a part of the indebtedness and shall draw interest at the same rate.

If default occurs in the payment of the indebtedness or in the payment of any installment thereof, or if default occurs in any of the covenants and agreements hereof, and said default is not cured after a date specified by a written notice to the Borrowers, then the whole indebtedness shall, at Lenders' option, become due and payable forthwith, and Lenders may foreclose this mortgage either by advertisement and sale of the premises as provided by statute, or by an action in equity. The date specified in such written notice shall not be less than thirty (30) days from the date such notice is mailed. Out of the proceeds of any foreclosure sale, Lender shall retain or receive all sums due hereunder, and costs of foreclosure and sale, including reasonable attorney fees, the same to be taxed as costs in any equitable action brought to foreclose this Mortgage. If any portion of the indebtedness is not satisfied by the sale of the premises pursuant to advertisement and sale or court decree, the Lender may obtain a judgment against the Borrowers on that portion of the indebtedness not satisfied by the sale of the property. All remedies provided in this Mortgage shall be cumulative and in addition to every other remedy afforded by law or in equity or by statute to the Lenders. The Borrower specifically agrees that the Lender shall also collect all reasonable costs and expenses, including a reasonable attorney's fee, incurred in pursuing the remedies provided in this mortgage or afforded by law.

18. Acceleration Upon Default; Remedies. Upon Borrowers' breach of any material covenant or agreement of Borrowers in this Mortgage, including the covenant to pay when due any sums secured by this Mortgage, Borrowers shall be in default and Lender, prior to acceleration, shall mail notice to Borrowers as provided herein specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 20 days from the date of the notice is mailed to Borrowers, by which such breach must be cured; (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the property. The notice may further inform Borrowers of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrowers to acceleration of sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided herein, including, but not limited to reasonable attorneys fees.

If Lender invokes the Power of Sale, Lender shall give notice of intent to foreclose to Borrowers and to the person in possession of the Property, if different, in accordance with applicable law. Lender shall mail a copy of a notice of sale to Borrowers in the manner provided herein. Lender shall publish the notice of sale and the Property shall be sold in the manner prescribed by applicable law. Lender or

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

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

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

21. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrowers. Borrowers shall pay all costs for recordation, if any.

22. Waiver of Homestead. Borrowers hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Wyoming, if any.

IN WITNESS WHEREOF, Borrowers have executed this Mortgage.



Corbin H. Abernatha, as sole Member of
Abernatha Properties, LLC,
a Wyoming limited liability



Corbin H. Abernatha, personally

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

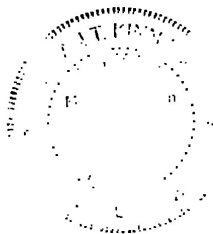
This instrument was acknowledged before me by Corbin H. Abernatha as sole member of Abernatha Properties, LLC, a Wyoming limited liability, and personally, on the 30th day of November, 2016.

Witness my hand and official seal.

My commission expires: 5-13-18



Notary Public



NO. 2016-731287 MORTGAGE
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
WILCOX AGENCY
SHERIDAN WY 82801