

MORTGAGE

Kasey Houghton, whose address is 107 Mesa Drive, Gillette, WY 82716 ("MORTGAGOR"), to secure the payment of Eight Hundred Seventy-Five Thousand Dollars (\$875,000.00) along with interest thereon, as evidenced by one promissory note of even date herewith and incorporated by reference herein, does hereby mortgage to **Quest HoldCo, LLC**, whose address for purposes of this Mortgage is Allen Vellone Wolf Helfrich & Factor P.C., 1600 Stout Street, Suite 1900, Denver, Colorado 80202 ("MORTGAGEE"), the following described real property located in Sheridan County, State of Wyoming, to-wit:
THURMOND 2ND ADDITION BLOCK 6 PT LOT 4 (E 10') & PT LOT 5 (W31') = 3,080 TOTAL SQ FT
known as 322 W. Whitney Street, Sheridan, Wyoming 82801

The Mortgagor agrees to pay the indebtedness hereby secured, to pay all taxes and assessments on the premises and to keep the buildings thereon (if any) insured for replacement value during the life of this mortgage, in favor of and payable to the Mortgagee and any other mortgagees to which Mortgagor is obligated to provide insurance, and in case the Mortgagor shall fail to pay the taxes and assessments and to keep the premises insured, the Mortgagee may insure the buildings (if any) and pay the taxes and assessments and all sums so paid shall be added to and considered as part of the above indebtedness hereby secured, and shall draw interest at the same rate.

Mortgagor shall not sublet the property without the express written consent of Mortgagee.

Until in default, Mortgagor may remain in possession and control of and operate and manage the property and collect the rents from the property.

Mortgagor shall maintain the property in tenantable condition and promptly perform all repairs, replacements and maintenance necessary to preserve its value.

Mortgagor shall have the right of prepayment at all times without penalty.

Except as previously disclosed to and acknowledged by Mortgagee in writing, (i) neither Mortgagor nor any tenant, contractor, agent or other authorized user of the property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, about or from the property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances. Mortgagor authorizes

Mortgagee and its agents to enter upon the property to make inspections and tests, at Mortgagor's expense, as Mortgagee may deem appropriate to determine compliance with this section of the mortgage. Any inspections or tests made by Mortgagee shall be for Mortgagee's purposes only and shall not be construed to create any responsibility or liability on the part of the Mortgagee to Mortgagor or to any other person.

Mortgagor 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, Mortgagor will not remove, or grant to any other party the right to remove, any minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Mortgagee.

Mortgagee and its agents and representatives may enter upon the real property at all reasonable times to attend to Mortgagee's interests and to inspect the property for purposes of Mortgagor's compliance with the terms and conditions of this mortgage.

Mortgagor agrees neither to abandon nor leave unattended the property. Mortgagor shall do all other acts, in addition to those acts set forth above, which from the character and use of the property are reasonably necessary to protect and preserve the property.

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.

This Mortgage has been delivered to Mortgagee and accepted by Mortgagee in the State of Wyoming. This Mortgage shall be governed by and construed in accordance with the laws of the State of Wyoming.

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.

Subject to the limitations stated in this Mortgage on transfer of Mortgagor'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 Mortgagor, Mortgagee, without notice to Mortgagors, may deal with Mortgagors' successors with reference to this mortgage and the indebtedness by way of forbearance or extension without releasing Mortgagor from the obligations of this mortgage or liability under the indebtedness.

In case default shall be made in the payment of the above sum hereby secured or in the payment of the interest thereon, or any part of such principal or interest, when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured with the interest thereon shall become due and payable and the Mortgagee, its legal representatives or assigns may proceed, pursuant to law, to foreclose upon said property by advertisement and sale or otherwise as provided by law, and out of the proceeds of the sale Mortgagor shall pay all sums due hereunder, together with all costs of sale and foreclosure including a reasonable sum as attorney's fees. Mortgagee may obtain a judgment for any deficiency remaining on the indebtedness due to Mortgagee after application of all amounts received from the exercise of the rights provided herein.

Time is of the essence in the performance of this mortgage.

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

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[SIGNATURE AND NOTARY ON FOLLOWING PAGE]

DATED this 25 day of March, 20 21.

MORTGAGOR

KASEY HOUGHTON

Date: 3-25-21

STATE OF Wyoming)
COUNTY OF Campbell) SS

The above foregoing Mortgage was subscribed, sworn to and acknowledged before me by Kasey and Houghton, on this 25 day of MARCH 2021.

Witness my hand and official seal.



Jane E. Gebhart
Notary Public

My Commission Expires:

6-3-2022

