

MORTGAGE DEED

THIS DEED, Made this 8th day of January, A. D. 1981, between
COMMUNITY MEDIA, INCORPORATED, a Wyoming corporation,
of the County of Sheridan, and State of Wyoming, party of the
first part, and BANK OF COMMERCE, a corporation duly organized and existing under the laws of THE STATE OF
WYOMING and having its office and principal place of business at the City of Sheridan, Wyoming, party of the second part.

WITNESSETH: That the said party of the first part for and in consideration of the sum of SIX HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 Dollars
to it in hand paid by the said party of the second part, the receipt whereof is hereby confessed and ac-
knowledgeed, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto
said party of the second part, and unto its successors and assigns forever, all that piece or parcel
of land situate, lying and being in the County of Sheridan and State of Wyoming,
and more particularly known and described as follows, to-wit:
See attached Exhibit "A"

Also all water rights now used or hereafter used or acquired for use on said above described premises, together with all
rights in lateral ditches, right of way or easements in any way connected therewith or used to carry water to and upon said
lands above described.

And the said party of the first part hereby expressly waives and release any and all right, benefit,
privilege, advantage and exemption, under and by virtue of any and all statutes of the State of
Wyoming, providing for the exemption of homesteads from sale on execution or otherwise.

TO HAVE AND TO HOLD the said above described premises unto the said party of the second part, its successors
and assigns FOREVER. Together with the privileges, hereditaments and appurtenances thereunto in any wise appertain-
ing or belonging.

And the said party of the first part, for itself, its successors and assigns does
covenant and agree, to and with the said party of the second part, its successors and assigns, that at the enclosing and
delivery of these presents it is well seized, in the said premises, in and of a good and indefeasible estate, in
fee simple.

And that they are free from all incumbrances whatsoever.

And that it has good and lawful right to sell and convey the same, and that it will WARRANT AND DEFEND the same against all lawful claims and demands whatsoever.

And the said

of the said

upon the consideration aforesaid, do hereby release and forever quit-claim unto said party of the second part, its successors and assigns, all rights of dower and homestead in and to the above granted premises.

PROVIDED, ALWAYS, and these premises are upon this express condition, that if the said party of the first part shall and do as well and truly pay or cause to be paid unto the said party of the second part, its certain attorney, successors or assigns, the sum of SIX HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED

AND NO/100 DOLLARS - according to the conditions of one certain promissory note bearing even date herewith and executed by the said Community Media, Incorporated, a Wyoming corporation to the said party of the second part, in the respective amounts and due and payable ~~thereon~~ therein. According to the terms and effect of said note.

which said sum or sums of money the said Community Media, Incorporated

hereby covenant to pay, together with interest thereon as agreed upon, and until such payment, shall pay all taxes and assessments upon the above described premises, or upon this mortgage, or the debt hereby secured, and all assessments for maintaining ditches or supplying water to said described lands, before the same become delinquent; and shall keep the buildings thereon insured against fire in a sum of not less than

a reasonable amount ~~DOLLARS~~ for the benefit of the said party of the second part, its successors and assigns, with such insurance company or companies as they shall approve, then these presents and said promissory note shall cease and be null and void. And if said party of the first part shall fail to pay all taxes or assessments, or shall fail to keep the buildings upon said premises insured, as above provided, then, and in that case, the said party of the second part, its successors or assigns are hereby authorized to pay said taxes and assessments and to pay for said insurance, and all such sum or sums of money so expended shall be added to the debt hereby secured, and the same shall draw interest at the rate of eight per cent per annum, payable at interest-maturing dates of said notes.

And it is hereby further provided that in case any installment of principal or any part thereof, or any interest moneys, or any part thereof, hereby secured to be paid, shall remain due and unpaid for the space of fifteen (15) days after the same shall, by the terms hereof, become due and payable, that then, and in that case, the whole principal sum hereby secured to be paid, together with the interest thereon, shall, at the option of the said party of the second part, its successors or assigns, become due and payable forthwith, anything herein or in said promissory notes contained to the contrary notwithstanding.

And in case default shall be made in the payment of the said principal sum of money hereby intended to be secured, or in the payment of the interest thereon, or any part of such principal or interest, or in the payment of any or all taxes, assessments and insurance premiums, as above provided, then it shall and may be lawful for the said party of the second part, its successors or assigns, to sell and dispose of said above-described premises, and all the right, title, benefit and equity of redemption of the said party of the first part, its successors ~~or assigns~~ or assigns therein, at public auction, for cash, according to the statute in such case made and provided, and in the manner therein prescribed, and out of the money arising from such sale, to retain all monies due hereunder including said principal and interest, together with the costs and expenses of such sale, and an attorney's fee of a reasonable amount, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said party of the first part, its successors ~~or assigns~~ executors, administrators or assigns, and in any proceeding in equity to foreclose this mortgage, said attorney's fee shall be taxed as costs in said action.

It is understood between the parties hereto that if the property pledged by the mortgage securing this note is sold or otherwise disposed of, the mortgagor agrees that the entire balance shall become due and payable from the proceeds thereof, at the option of the holder hereof.

And upon the sale of said mortgaged premises, as aforesaid, the purchaser of said mortgaged premises at said sale, shall be entitled, at its option, to the immediate possession of said premises, said purchaser being accountable to said mortgagor its administrators or assigns, for the net rental value of the said premises, in event that said mortgagor should redeem from said sale; and in event of the refusal of the said mortgagor to surrender and deliver up the possession of said premises to said purchaser within five days after service upon it of written demand for such possession it shall be deemed guilty of a forcible detainer under the statute, and shall be subject to eviction and removal as by statute provided.

It is expressly agreed that if proceedings be commenced for the foreclosure of this mortgage, either by the statutory method of advertisement and sale, or by action in Court, then and in either case, the rents, issues and profits of said premises and appurtenances from the time of default and during the period of redemption shall be held and chargeable for, to and with the payment of the indebtedness hereby secured, costs, attorney fees, and other disbursements made under the terms hereof, and any court of competent jurisdiction, upon application made by said mortgagee, its successors or assigns, shall appoint said mortgagee, its successors or assigns, or any other suitable person, as receiver of said premises and of the rents, profits and issues thereof, which said receiver shall have the right and authority to enter into immediate possession of said premises and all improvements thereon, and to care for and manage the same, and to collect all rents, issues and profits therefrom from the time of said default and during the pendency of such foreclosure proceeding or suit, and during the period of redemption from sale of said premises under foreclosure, and such rents, issues and profits, if any, shall be first applied to the costs and expenses of said receivership and then toward the satisfaction of the indebtedness hereby secured, and the costs of such foreclosure.

THIS INSTRUMENT is made and entered into at the office of said mortgagee in the City of Sheridan, Wyoming, and in any action prosecuted thereon, the same shall be construed as a Wyoming contract.

IN WITNESS WHEREOF the said part y of the first part has hereunto set its seal the day and year first above written and caused the same to be signed by its authorized officers.

SIGNED AND DELIVERED IN PRESENCE OF:

COMMUNITY MEDIA, INCORPORATED

ATTEST:

By:

David F. Palmerlee, President

STATE OF

County of

ss.

I, _____, in and for said County, in the _____ aforesaid, do hereby certify that said _____ personally known to me as the person whose name _____ subscribed to the annexed deed, appeared before me this day in person, and acknowledge that _____ signed, sealed and delivered said instrument of writing as _____ free and voluntary act, for the uses and purposes therein set forth, and expressly waived and released all right, title and benefit of exemption under any and all Homestead Exemption Laws, so called, of said State of Wyoming.

And I further certify that _____ of the said _____ by me first examined in reference to the signing and acknowledging such deed, the nature and effect of said deed being explained to _____ by me, and that _____ being by me fully apprised of _____ right, and of the effect of signing and acknowledging said deed _____ did then acknowledge that _____ freely and voluntarily signed and acknowledged the same for the uses and purposes therein set forth, and expressly waived and released all _____ rights and advantages under and by virtue of all laws of said State of Wyoming, relating to the Exemption of Homesteads.

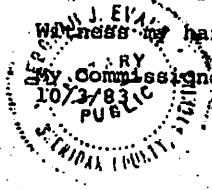
Given under my hand and _____ seal this _____ day of _____ A. D. 19 _____ My commission expires _____ 19 _____

Notary Public.

STATE OF WYOMING)
COUNTY OF SHERIDAN) SS.

The foregoing instrument was acknowledged before me this 8th day of January, 1981, by David F. Palmerlee, President of Community Media, Incorporated, a Wyoming Corporation.

Witness my hand and official seal.



Deborah J. Evans
Notary Public