KeyBank
KeyBank National Association
SHERIDAN CENTER
2 N. MAIN
SHERIDAN, WY 82801
307-674-4411 (Lender)

524

MORTGAGE

RECORDED FEBRUARY 5, 1997 BK 364 PG 524 NO 247732 RONALD L. DAILEY, COUNTY CLERK

BORROWER	MORTGAGOR
RICHARD M NOXON JOAN L NOXON	RICHARD M NOXON JOAN L NOXON , HUSBAND AND WIFE
ADDRESS P.O. BOX 275 TETONIA, ID 83452	ADDRESS P.O. BOX 275 TETONIA, ID 83452
TELEPHONE NO. 208-456-2933 IDENTIFICATION NO.	TELEPHONE NO. 208-456-2933 IDENTIFICATION NO.

This document was prepared by the Lender indicated above.

In consideration of the loan or other credit accommodation hereinafter specified and any future advances or future Obligations which may hereinafter be advanced or incurred and the trust hereinafter mentioned and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby warrants and mortgages to Lender, its successors and assigns, with power of sale and right of entry and possession all of Mortgagor's present and future estate, right, title and interest in and to the real property described in Schedule A which is attached to this Mortgage and incorporated herein together with all present and future improvements and fixtures; privileges, hereditaments, and appurtenances; leases, licenses and other agreements; rents, issues and profits; water, well, ditch, reservoir and mineral rights and stocks pertaining to the real property (cumulatively "Property"); until payment in full of all Obligations secured hereby.

Moreover, in further consideration, Mortgagor does, for Mortgagor and Mortgagor's heirs, representatives and assigns, hereby expressly warrant, covenant, and agree with Lender its successors and assigns as follows:

1. **OBLIGATIONS.** This Mortgage shall secure the payment and performance of all present and future indebtedness, liabilities, obligations and covenants of Borrower or Mortgagor (cumulatively "Obligations") to Lender pursuant to:

(a) this Mortgage and the following promissory notes and other agreements:

INTEREST RATE	PRINCIPAL AMOUNT/ CREDIT LIMIT	FUNDING/ AGREEMENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER
FIXED	$45,426.50	02/01/97	02/15/17	970161334460	001000003458733

(b) all other present or future, written agreements with Lender which refer specifically to this Mortgage **(whether executed for the same or different purposes than the foregoing)**;

(c) any guaranty of obligations of other parties given Lender now or hereafter executed which refers to this Mortgage;

(d) future advances, whether made under an open-end credit agreement or otherwise, to the same extent as if made contemporaneously with the execution of this Mortgage, made or extended on behalf of Mortgagor or Borrower. Mortgagor agrees that if one of the Obligations is a line of credit, the lien of this Mortgage shall continue until payment in full of all debt due under the line notwithstanding the fact that from time to time (but before termination of the line) no balance may be outstanding;

(e) all repeated amendments, extensions, renewals, modifications, replacements or substitutions to any of the foregoing.

As used in this Paragraph 1, the terms Mortgagor and Borrower shall include and also mean any Mortgagor or Borrower if more than one.

2. **REPRESENTATIONS, WARRANTIES AND COVENANTS.** Mortgagor represents, warrants and covenants to Lender that:

(a) Mortgagor shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Mortgage and those described in Schedule B which is attached to this Mortgage and incorporated herein by reference, which Mortgagor agrees to pay and perform in a timely manner;

(b) Mortgagor is in compliance in all respects with all applicable federal, state and local laws and regulations, including, without limitation, those relating to "Hazardous Materials", as defined herein, and other environmental matters (the "Environmental Laws"), and neither the federal government nor the State of Wyoming or any other governmental or quasi governmental entity has filed a lien on the Property, nor are there any governmental, judicial or administrative actions with respect to environmental matters pending, or to the best of the Mortgagor's knowledge, threatened, which involve the Property. Neither Mortgagor nor, to the best of Mortgagor's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any Hazardous Materials as defined herein, in connection with the Property or transported any Hazardous Materials to or from the Property. Mortgagor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) friable or nonfriable asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; and (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect. Mortgagor shall not lease or permit the sublease of the Property to a tenant or subtenant whose operations may result in contamination of the Property with Hazardous Materials or toxic substances;

(c) All applicable laws and regulations (including, without limitation, the Americans with Disabilities Act, 42 U.S.C. 12101 et seq. (and all regulations promulgated thereunder) and all zoning and building laws and regulations) relating to the Property by virtue of any federal, state or municipal authority with jurisdiction over the Property presently are and shall be observed and complied with in all material respects, and all rights, licenses, permits, and certificates of occupancy (including but not limited to zoning variances, special exceptions for nonconforming uses, and final inspection approvals), whether temporary or permanent, which are materials to the use and occupancy of the Property, presently are and shall be obtained, preserved and, where necessary, renewed;

(d) Mortgagor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Mortgagor at any time;

(e) No action or proceeding is or shall be pending or threatened which might materially affect the Property; and

(f) Mortgagor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage.

3. **PRIOR MORTGAGES.** Mortgagor represents and warrants that there are no prior mortgages or deeds of trust affecting any part of the Property except as set forth on Schedule B attached to this Mortgage which Mortgagor agrees to pay and perform in a timely manner. If there are any prior mortgages or deeds of trust then Mortgagor agrees to pay all amounts owed, and perform all obligations required, under such mortgages or deeds of trust and the indebtedness secured thereby and further agrees that a default under any prior mortgage or deed of trust shall be a default under this Mortgage and shall entitle Lender to all rights and remedies contained herein or in the Obligations to which Lender would be entitled in the event of any other default.

Initials

4. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN MORTGAGORS OR BORROWERS. In the event of a sale, contract for deed or transfer to any person of all or any part of the real property described in Schedule A, or any interest therein, or of interest in Borrower or Mortgagor (if Borrower or Mortgagor is not a natural person or persons but is a corporation, partnership, trust, or Lender may, at its option declare the outstanding principal balance of the Obligations plus accrued interest thereon immediately due an Lender's sole option, Lender may consent to said conveyance in writing and may increase the interest rate of the Obligations to the inte Lender would then commit to make a first mortgage loan of similar character with similar security, as determined by Lender in its sole compensate Lender for such increased risk resulting from the breach of the foregoing covenants. At Lender's request, Mortgagor or Borrower may be, shall furnish a complete statement setting forth all of its stockholders or partners, as appropriate, and the extent of their respe ownership or partnership interests.

5. ASSIGNMENT OF RENTS. In consideration of the Obligations, which are secured by this Mortgage, Mortgagor absolutely assigns to Len Mortgagor's estate, right, title, interest claim and demand now owned or hereafter acquired in all existing and future leases of the Property (inclu extensions, renewals and subleases), all agreements for use and occupancy of the Property (all such leases and agreements whether written or oral, hereafter referred to as the "Leases"), and all guaranties of lessees' performance under the Leases, together with the immediate and continuing right collect and receive all of the rents, income, receipts, revenues, issues, profits and other income of any nature now or hereafter due (including any income of any nature coming due during any redemption period) under the Leases or from or arising out of the Property including minimum rents, additional rents, percentage rents, parking or common area maintenance contributions, tax and insurance contributions, deficiency rents, liquidated damages following default in any Lease, all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability caused by destruction or damage to the Property, all proceeds payable as a result of a lessee's exercise of an option to purchase the Property all proceeds derived from the termination or rejection of any Lease in a bankruptcy or other insolvency proceeding, and all proceeds from any rights and claims of any kind which Mortgagor may have against any lessee under the Leases or any occupants of the Property (all of the above are hereafter collectively referred to as the "Rents"). This assignment is subject to the right, power and authority given to the Lender to collect and apply the Rents. The lien created by this assignment is intended to be specific, perfected, and choate upon the recording of this Mortgage. As long as there is no default under the Obligations or this Mortgage, Lender grants Mortgagor a revocable license to collect all Rents from the Leases when due and to use such proceeds in Mortgagor's business operations. However, Lender may at any time require Mortgagor to deposit all Rents into an account maintained by Mortgagor or Lender at Lender's institution. Upon default in the payment of, or in the performance of, any of the Obligations, Lender may at its option take possession of the Property and have, hold, manage, lease and operate the Property on terms and for a period of time that Lender deems proper. Lender may proceed to collect and receive all Rents, from the property, and Lender shall have full power to periodically make alterations, renovations, repairs or replacements to the Property as Lender may deem proper. Lender may apply all Rents to the payment of the cost of such alterations, renovations, repairs and replacements and any expenses incident to taking and retaining possession of the Property and the management and operation of the Property. Lender may keep the Property properly insured and may discharge any taxes, charges, claims, assessments and other liens which may accrue. The expense and cost of these actions may be paid from the Rents received, and any unpaid amounts shall be added to the principal of the Obligations. These amounts, together with other costs, shall become part of the Obligations secured by this Mortgage.

6. LEASES AND OTHER AGREEMENTS. Mortgagor shall not take or fail to take any action which may cause or permit the termination or the withholding of any payment in connection with any Lease or other agreement ("Agreement") pertaining to the Property. In addition, Mortgagor, without Lender's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Mortgagor's rights, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Mortgagor receives at any time any written communication asserting a default by Mortgagor under an Agreement or purporting to terminate or cancel any Agreement, Mortgagor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender. All such Agreements and the amounts due to Mortgagor thereunder are hereby assigned to Lender as additional security for the Obligations.

7. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lender shall be entitled to notify or require Mortgagor to notify any third party (including, but not limited to, lessees, licensees, governmental authorities and insurance companies) to pay Lender any Indebtedness or obligation owing to Mortgagor with respect to the Property (cumulatively "Indebtedness") whether or not a default exists under this Mortgage. Mortgagor shall diligently collect the Indebtedness owing to Mortgagor from these third parties until the giving of such notification. In the event that Mortgagor possesses or receives possession of any instruments or other remittances with respect to the Indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any Indebtedness or the payment of any insurance or condemnation proceeds, Mortgagor shall hold such instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required, to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral upon, or otherwise settle any of the Indebtedness whether or not an event of default exists under this Agreement. Lender shall not be liable to Mortgagor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Notwithstanding the foregoing, nothing herein shall cause Lender to be deemed a mortgagee in possession.

8. USE AND MAINTENANCE OF PROPERTY. Mortgagor shall take all actions and make any repairs needed to maintain the Property in good condition. Mortgagor shall not commit or permit any waste to be committed with respect to the Property. Mortgagor shall use the Property solely in compliance with applicable law and insurance policies. Mortgagor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the beneficial interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Mortgagor's sole expense.

9. LOSS OR DAMAGE. Mortgagor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any cause whatsoever. In the event of any Loss or Damage, Mortgagor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.

10. INSURANCE. The Property will be kept insured for its full insurable value (replacement cost) against all hazards including loss or damage caused by flood, earthquake, tornado and fire, collision, theft or other casualty to the extent required by Lender. Mortgagor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least 30 days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a loss payee and provide that no act or omission of Mortgagor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. In the event Mortgagor fails to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and the insurance cost shall be an advance payable and bearing interest as described in Paragraph 21 and secured hereby. Mortgagor shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Mortgagor in making and settling claims under insurance policies, cancelling any policy or endorsing Mortgagor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constantly assigned, pledged and delivered to Lender for further securing the Obligations. In the event of loss, Mortgagor shall immediately give Lender written notice and Lender is authorized to make proof of loss. Each insurance company is directed to make payments directly to Lender instead of to Lender and Mortgagor. Lender shall have the right, at its sole option, to apply such monies toward the Obligations or toward the cost of rebuilding and restoring the Property. Any amounts may at Lender's option be applied in the inverse order of the due dates thereof.

11. ZONING AND PRIVATE COVENANTS. Mortgagor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Mortgagor's use of the Property becomes a nonconforming use under any zoning provision, Mortgagor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Mortgagor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.

12. CONDEMNATION. Mortgagor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Mortgagor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property.

13. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS. Mortgagor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Mortgagor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Mortgagor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name.

14. INDEMNIFICATION. Lender shall not assume or be responsible for the performance of any of Mortgagor's obligations with respect to the Property under any circumstances. Mortgagor shall immediately provide Lender with written notice of and indemnify and hold Lender and its shareholders, directors, officers, employees and agents harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses), causes of action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Mortgagor, upon the request of Lender, shall hire legal counsel to defend Lender from such Claims, and pay the attorneys' fees, legal expenses and other costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Mortgagor's cost. Mortgagor's obligation to indemnify Lender under this paragraph shall survive the termination, release or foreclosure of this Mortgage.

15. TAXES AND ASSESSMENTS. Mortgagor shall pay all taxes and assessments relating to Property when due and immediately provide Lender evidence of payment of same. Upon the request of Lender, Mortgagor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance premium, taxes and assessments pertaining to the Property. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so held to pay any taxes or against the Obligations. Any funds applied may, at Lender's option, be applied in reverse order of the due date thereof.

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ION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Mortgagor shall allow Lender or its agents to examine and inspect the amine, inspect and make copies of Mortgagor's books and records pertaining to the Property from time to time. Mortgagor shall provide required by Lender for these purposes. All of the signatures and information contained in Mortgagor's books and records shall be genuine, and complete in all respects. Mortgagor shall note the existence of Lender's beneficial interest in its books and records pertaining to the ditionally, Mortgagor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Mortgagor's financial the Property. The information shall be for such periods, shall reflect Mortgagor's records at such time, and shall be rendered with such as Lender may designate. All information furnished by Mortgagor to Lender shall be true, accurate and complete in all respects, and signed by if Lender requests.

ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Mortgagor shall deliver to Lender, or any intended transferee of 's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance on the Obligations; and (b) er Mortgagor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature or such claims, nses, set-offs or counterclaims. Mortgagor will be conclusively bound by any representation that Lender may make to the intended transferee with pect to these matters in the event that Mortgagor fails to provide the requested statement in a timely manner.

18. **DEFAULT.** Mortgagor shall be in default under this Mortgage in the event that Mortgagor, Borrower or any guarantor of any Obligation:

(a) fails to pay any Obligation to Lender when due;

(b) fails to perform any Obligation or breaches any warranty or covenant to Lender contained in this Mortgage or any other present or future agreement;

(c) destroys, loses or damages the Property in any material respect or the Property becomes subject to seizure, confiscation or condemnation;

(d) seeks to revoke, terminate or otherwise limit its liability under any guaranty to Lender or any individual guarantor dies;

(e) dies, becomes legally incompetent, is dissolved or terminated, becomes insolvent, makes an assignment for the benefit of creditors, fails to pay debts as they become due, files a petition under the federal bankruptcy laws, has an involuntary petition in bankruptcy filed in which Mortgagor, Borrower or any guarantor is named or has property taken under any writ or process of court;

(f) allows goods to be used on, transported or stored on the Property, the possession, transportation, or use of which, is illegal;

(g) allows any party other than Mortgagor or Borrower to assume or undertake any Obligation without the written consent of Lender; or

(h) causes Lender to deem itself insecure due to a significant decline in the value of the Property; or Lender, in good faith, believes that the prospect of payment or performance is impaired.

19. **RIGHTS OF LENDER ON DEFAULT.** If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):

(a) to declare the Obligations immediately due and payable in full;

(b) to collect the outstanding Obligations with or without resorting to judicial process;

(c) to require Mortgagor to deliver and make available to Lender any personal property or Chattels constituting the Property at a place reasonably convenient to Mortgagor and Lender;

(d) to enter upon and take possession of the Property without applying for or obtaining the appointment of a receiver and, at Lender's option, to appoint a receiver without bond, without first bringing suit on the Obligations and without otherwise meeting any statutory conditions regarding receivers, it being intended that Lender shall have this contractual right to appoint a receiver;

(e) to employ a managing agent of the Property and let the same, in the name of Lender or in the name of Mortgagor, and receive the rents, incomes, issues and profits of the Property and apply the same, after payment of all necessary charges and expenses, on account of the Obligations;

(f) to pay any sums in any form or manner deemed expedient by Lender to protect the security of this Mortgage or to cure any default other than payment of interest or principal on the Obligations;

(g) to foreclose this Mortgage either by suit at law or equity, as Lender may elect, or to foreclose this Mortgage by advertisement and sale of the property at public venue for cash, according to Wyoming statutes governing mortgage foreclosures;

(h) to set-off Mortgagor's Obligations against any amounts owed Mortgagor by Lender including, but not limited to, monies, instruments, and deposit accounts maintained with Lender or any currently existing or future affiliate of Lender; and

(i) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Mortgagor, Mortgagor waives the posting of any bond which might otherwise be required. Lender or Lender's designee may purchase the Property at any sale. The Property or any part thereof may be sold in one parcel, or in such parcels, manner or order as Lender in its sole discretion may elect, and one or more exercises of the power herein granted shall not extinguish or exhaust the power unless the entire Property are sold or the Obligations paid in full.

20. **SECURITY INTEREST UNDER THE UNIFORM COMMERCIAL CODE.** This Mortgage shall be considered a financing statement pursuant to the provisions of the Uniform Commercial Code covering fixtures, chattels, and articles of personal property now owned or hereafter attached to or to be used in connection with the Property together with any and all replacements thereof and additions thereto (the "Chattels"), and Mortgagor hereby grants Lender a security interest in such Chattels. The debtor is the Mortgagor described above. The secured party is the Lender described above. Upon demand, Mortgagor shall make, execute and deliver such security agreements (as such term is defined in the Uniform Commercial Code of Wyoming) as Lender at any time may deem necessary or proper or require to grant to Lender a perfected security interest in the Chattels, and upon Mortgagor's failure to do so, Lender is authorized to sign any such agreement as the agent of Mortgagor. Mortgagor hereby authorizes Lender to file financing statements (as such term is defined in said Uniform Commercial Code) with respect to the Chattels, at any time, without the signature of Mortgagor. Mortgagor will, however, at any time upon request of Lender, sign such financing statements. Mortgagor will pay all filing fees for the filing of such financing statements and for the refiling thereof at the times required, in the opinion of Lender, by said Uniform Commercial Code. If the lien of this Mortgage be subject to any security agreement covering the Chattels, then in the event of any default under this Mortgage, all the right, title and interest of Mortgagor in and to any and all of the Chattels is hereby assigned to Lender, together with the benefit of any deposits or payments now or hereafter made thereof by Mortgagor or the predecessors or successors in title of Mortgagor in the Property.

21. **REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER.** Lender, at Lender's option, may expend funds (including attorneys' fees and legal expenses) to perform any act required to be taken by Mortgagor or to exercise any right or remedy of Lender under this Mortgage. Upon demand, Mortgagor shall immediately reimburse Lender for all such amounts expended by Lender together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the beneficial interest granted herein. If the Obligations are paid after the beginning of publication of notice of sale, as herein provided, or in the event Lender shall, at its sole option, permit Mortgagor to pay any part of the Obligations after the beginning of publication of notice of sale, as herein provided, then, Mortgagor shall pay on demand all expenses incurred by the Lender in connection with said publication, including reasonable attorneys' fees to the attorneys for the Lender, and this Mortgage shall be security for all such expenses and fees.

22. **APPLICATION OF PAYMENTS.** All payments made by or on behalf of Mortgagor may be applied against the amounts paid by Lender (including attorneys' fees and legal expenses) in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Lender chooses.

23. **POWER OF ATTORNEY.** Mortgagor hereby appoints Lender as its attorney-in-fact to endorse Mortgagor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Mortgagor under this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Mortgagor from any Obligation or cure any default under this Mortgage. The powers of attorney described in this Mortgage are coupled with an interest and are irrevocable.

24. **SUBROGATION OF LENDER.** Lender shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.

25. **COLLECTION COSTS AND ATTORNEYS' FEES.** Upon default by borrower or Mortgagor under the Obligations and referral of this Mortgage to an attorney who is not a salaried employee of Lender, Mortgagor agrees to pay Lenders reasonable attorneys' fees. Additionally, Mortgagor agrees to pay all reasonable expenses incurred by Lender in foreclosing and realizing on the Property.

26. **PARTIAL RELEASE.** Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Nothing herein shall be deemed to obligate Lender to release any of its interest in the Property, nor shall Lender be obligated to release any part of the Property if Mortgagor is in default under this Mortgage.

27. **MODIFICATION AND WAIVER.** The modification or waiver of any of Mortgagor's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by Lender. Lender may perform any of Borrower's or Mortgagor's Obligations, delay or fail to exercise any of its rights or accept payments from Mortgagor or anyone other than Mortgagor without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Mortgagor's Obligations under this Mortgage shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the Obligations belonging to any Mortgagor, Borrower or third party or any of its rights against any Mortgagor, Borrower or third party or any of the Property. Lender's failure to insist upon strict performance of any of the Obligations shall not be deemed a waiver and Lender shall have the right at any time thereafter to insist upon strict performance.

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28. SUCCESSORS AND ASSIGNS. This Mortgage shall be binding upon and inure to the benefit of Mortgagor and Lender successors, assigns, trustees, receivers, administrators, personal representatives, legatees and devisees.

29. NOTICES. Except as otherwise required by law, any notice or other communication to be provided under this Mortgage shall be in to the parties at the addresses described in this Mortgage or such other address as the parties may designate in writing from time to time. so given and sent by certified mail, postage prepaid, shall be deemed given three (3) days after such notice is sent and any other such n deemed given when received by the person to whom such notice is being given.

30. SEVERABILITY. If any provision of this Mortgage violates the law or is unenforceable, the rest of the Mortgage shall continue to be enforceable.

31. APPLICABLE LAW. This Mortgage shall be governed by the laws of the State of Wyoming. Unless applicable law provides otherwise, Mo consents to the jurisdiction and venue of any court selected by Lender, in its sole discretion, located in Wyoming.

32. MISCELLANEOUS. Mortgagor and Lender agree that time is of the essence. Mortgagor waives presentment, demand for payment, notic dishonor and protest except as required by law. All references to Mortgagor in this Mortgage shall include all persons signing below. If there is more th one Mortgagor, their Obligations shall be joint and several. This Mortgage represents the complete integrated understanding between Mortgagor an Lender pertaining to the terms and conditions hereof.

33. RELEASE AND WAIVER OF HOMESTEAD. 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 Mortgagor is lawfully seized of said Property, that it is free from all encumbrances, and hereby covenants to warrant and defend the title of said Property against the lawful claims of all persons whomsoever.

Any Mortgagor who signs this Mortgage but does not execute the Note or Agreement evidencing the Obligations (the "Note"): (a) is signing this document to grant and convey their interest in the Property under the terms of this document; (b) is not personally obligated to pay the Note; (c) agrees that Lender and any Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this document or the Note without that Mortgagor's consent; (d) hereby releases and forever quit-claims unto Lender, as Mortgagee, all his/her rights of homestead in and to the Property.

34. ADDITIONAL TERMS.

Mortgagor acknowledges that Mortgagor has read, understands, and agrees to the terms and conditions of this Mortgage.

IN WITNESS HEREOF, Mortgagor has executed this instrument either individually or has caused this instrument to be executed and delivered in its name by its duly authorized representative on the date of the acknowledgment.

Dated this 1ST day of FEBRUARY, 1997 .

MORTGAGOR: **RICHARD M NOXON**

Richard M Noxon

RICHARD M NOXON

MORTGAGOR: **JOAN L NOXON**

Joan L Noxon

JOAN L NOXON

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

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MING Idaho)
) ss:
OF Teton)

On this 31st day of Jan., 1997, before me personally appeared Richard M & Joan L. Nixon to me known to be the person(s) described in and who executed the executed the foregoing instrument, and acknowledged that they executed the same as free act and deed, including the release and waiver of the right of homestead.

Given under my hand and seal this 31st day of Jan 1997.

(SEAL)

My Commission Expires: 8-1-98

Notary Public

STATE OF WYOMING)
) ss:
COUNTY OF)

On this day of , before me personally appeared to me personally known, who, being by me duly sworn, did say that he/she/they are the respectively, of said , executing the foregoing instrument, that said instrument was signed on behalf of said , by authority of its , and the above signed person(s) acknowledged the execution of said instrument to be the free act and deed of said

Given under my hand and notarial seal this day of .

My Commission Expires:

Notary Public

RELEASE OF HOMESTEAD RIGHTS:

STATE OF WYOMING)
) ss:
COUNTY OF LARAMIE)

On this day of , before me personally appeared to me known to be the spouse of , and who executed the foregoing instrument for purposes of waiving and relinquishing his/her homestead rights, acknowledged that he/she had been fully advised of his/her rights and the effect of signing, and acknowledged that he/she executed the foregoing instrument as his/her free act and deed.

Given under my hand and seal this day of

(SEAL)

My Commission Expires:

Notary Public

SCHEDULE A

A TRACT OF LAND SITUATED IN THE NE1/4SW1/4, OF SECTION 33, TOWNSHIP 55 NORTH, RANGE 84 WEST OF THE 6TH P.M., SHERIDAN COUNTY, WYOMING, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF A COUNTY ROAD, SAID POINT BEING LOCATED 1353 FEET EAST AND 1966.3 FEET NORTH FROM THE SW CORNER OF SAID SECTION 33; THENCE EAST 380.6 FEET TO A POINT OF THE WESTERLY RIGHT OF WAY LINE OF SAID STATE SECONDARY HIGHWAY; THENCE ALONG SAID HIGHWAY BOUNDARY LINE SOUTH 39DEGREES 44' WEST, 595.4 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID COUNTY ROAD; THENCE NORTH ALONG SAID EAST RIGHT OF WAY LINE OF SAID COUNTY ROAD 457.0 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 2 ACRES, MORE OR LESS.

SCHEDULE B

NONE

AFTER RECORDING RETURN TO LENDER AT ITS ADDRESS DESCRIBED ABOVE.

RMN JLN Initials

NG)
) ss:
)

day of , , before me personally appeared

to me known to be the person(s)

cribed in and who executed the executed the foregoing instrument, and acknowledged that

xecuted the same as free act and deed, including the release and waiver of the right of homestead.

Given under my hand and seal this day of ,

(SEAL)

Notary Public

My Commission Expires:

STATE OF WYOMING)
) ss:
COUNTY OF)

On this day of , , before me personally appeared

to me personally known, who, being by me duly sworn, did say that he/she/they are the

respectively, of said , executing the foregoing instrument, that said instrument was signed on behalf of said , by authority of its , and the above signed person(s) acknowledged the execution of said instrument to be the free act and deed of said .

Given under my hand and notarial seal this day of ,

My Commission Expires:

Notary Public

RELEASE OF HOMESTEAD RIGHTS:

STATE OF WYOMING)
) ss:
COUNTY OF LARAMIE)

On this day of , , before me personally appeared to me known to be the spouse of , and who executed the foregoing instrument for purposes of waiving and relinquishing his/her homestead rights, acknowledged that he/she had been fully advised of his/her rights and the effect of signing, and acknowledged that he/she executed the foregoing instrument as his/her free act and deed.

Given under my hand and seal this day of , .

(SEAL)

Notary Public

My Commission Expires:

SCHEDULE A

A TRACT OF LAND SITUATED IN THE NE1/4SW1/4, OF SECTION 33, TOWNSHIP 55 NORTH, RANGE 84 WEST OF THE 6TH P.M., SHERIDAN COUNTY, WYOMING, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF A COUNTY ROAD, SAID POINT BEING LOCATED 1353 FEET EAST AND 1966.3 FEET NORTH FROM THE SW CORNER OF SAID SECTION 33; THENCE EAST 380.6 FEET TO A POINT OF THE WESTERLY RIGHT OF WAY LINE OF SAID STATE SECONDARY HIGHWAY; THENCE ALONG SAID HIGHWAY BOUNDARY LINE SOUTH 39DEGREES 44' WEST, 595.4 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID COUNTY ROAD; THENCE NORTH ALONG SAID EAST RIGHT OF WAY LINE OF SAID COUNTY ROAD 457.0 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 2 ACRES, MORE OR LESS.

SCHEDULE B

NONE

AFTER RECORDING RETURN TO LENDER AT ITS ADDRESS DESCRIBED ABOVE.

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