

MORTGAGE

THIS MORTGAGE is made effective this 16th day of January, 2007 between the mortgagors, Matthew L. Westkott and Marcia C. Westkott, as to an undivided one-half each, as tenants in common, (herein "Borrowers"), and the mortgagee, Kenneth J. Carcich and Debra Carcich, husband and wife, whose address is 17 Home Ranch Circle Sheridan, WY (herein "Lenders").

WHEREAS, Borrowers are indebted to Lenders in the principal sum of One Hundred Forty Thousand and 00/100 Dollars, (\$140,000.00), which indebtedness is evidenced by Borrowers' Promissory Note (herein "Note") of even date herewith, which is incorporated herein by reference, providing for monthly installments of principal and interest, with the balance of the indebtedness, due and payable on the dates thereof, or the total sum of principal and interest payable in full at the maturity date thereof;

TO SECURE to Lenders 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, and in consideration of said Note, Borrowers do hereby mortgage, grant and convey to Lenders, with power of sale, the following described property located in the County of Sheridan, State of Wyoming, commonly known as 774 Marion Court, Sheridan, Wyoming, and more particularly described as follows:

Lot 14 of Block 1 of the Rhodes Farm Addition to the City of Sheridan,
Amended Plat of Part of Lots 8 and 9, Rhodes Farm Addition, Sheridan
County, Wyoming;

TOGETHER with all the improvements and fixtures now or hereafter erected on the property, and all easements, rights, appurtenances, rents, and all fixtures on or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property are herein referred to as the "Property".

Borrowers covenant that Borrowers are lawfully seized of the estate hereby conveyed and have the right to mortgage, grant and convey the Property, and the Borrowers will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lenders' interest in the Property.

COVENANTS. Borrowers and Lenders further specifically covenant and agree as follows:

1. Payment of Principal and Interest. Borrowers shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lenders under the Note and herein shall be applied by Lenders first to interest payable on the Note and then to the principal of the Note.

3. Charges; Liens. Borrowers shall pay, when due, all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, directly to payee. Borrowers will pay these obligations in a timely manner directly to the person or entity owed payment. Borrowers shall promptly furnish to Lenders notices of all amounts paid under this paragraph and furnish to Lenders receipts evidencing such payment upon reasonable request by Lenders.

Borrowers shall promptly discharge any lien which has priority over this Mortgage unless Borrowers: (a) agree in writing to the payment of the obligation secured by the lien in a manner acceptable to Lenders; (b) contest in good faith the lien, or defends against enforcement of the lien in legal proceedings which, in the Lenders' opinion operate to prevent the enforcement of the lien or forfeiture of any part of the property; or (c) secure from the holder of the lien an agreement satisfactory to Lenders subordinating the lien to this Mortgage. If Lenders determine that any part of the property is subject to a lien which may attain priority over this Mortgage, Lenders may give Borrowers notice identifying the lien. Borrowers shall satisfy the lien or take one or more of the actions set forth in this paragraph within ten days of the giving of such notice.

4. Preservation and Maintenance of Property and Insurance. Borrowers shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property.

5. Hazard Insurance. Borrowers shall keep the property now existing or hereafter erected on the property insured against loss by fires, hazards included within the standard terms of extended coverage. This insurance shall be maintained in the amount not less than the original principal balance hereof and for the duration of the Note. The insurance carrier providing the insurance shall be chosen by Borrowers.

All insurance policies and renewals shall be acceptable to Lenders and shall include a standard mortgage clause. If Lenders require, Borrowers shall promptly give to Lenders copies of all receipts of paid premiums and renewal notices. In the event of loss, Borrowers shall give prompt notice to the insurance carrier and Lenders. Lenders may provide proof of loss if not given promptly by Borrowers.

Unless Lenders and Borrowers otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property damaged, if the restoration or repair is economically feasible. If the restoration or repair is not economically feasible, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Borrowers. If Borrowers abandon the property, or do not answer within thirty days a notice from Lenders that the insurance carrier had offered to settle a claim, then Lenders may collect the insurance proceeds. Lenders may use the proceeds to repair or restore the Property, or to pay sums secured by this Mortgage, whether or not then due. The thirty day period will begin when notice is given.

Unless Lenders and Borrowers otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payment required herein or change the amount of the payments. If under the default/foreclosure provisions set forth hereinafter, the Property is acquired by Lenders, then Borrowers' right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lenders to the extent of the sums secured by this Mortgage immediately prior to acquisition.

6. Protection of Lenders' Security. If Borrowers fail to perform the specific covenants 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, then Lenders at Lenders' option, upon notice to Borrowers, may make such appearances, disburse such sums and take such action as is necessary to protect Lenders' interest, including, but not limited to, entry upon the Property to make repairs.

Any amounts disbursed by Lenders pursuant to this Paragraph, with interest thereon as provided by the Note of even date herewith, shall become additional indebtedness of Borrowers secured by this Mortgage. Unless Borrowers and Lenders agree to other terms of payment, such amounts shall be payable upon notice from Lenders to Borrowers requesting payment thereof, and shall bear interest from the date of disbursement at the rate herein provided. Nothing contained in this Paragraph shall require Lenders to incur any expense or take any action hereunder.

7. Inspection. Lenders may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lenders shall give Borrowers notice prior to any such inspection specifying reasonable cause therefore related to Lenders' interest in the Property.

8. 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 Lenders.

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 Lenders 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 Lenders to Borrowers that the condemner offers to make an award or settle a claim for damages, Borrowers fail to respond to Lenders within thirty (30) days after the date such notice is mailed, Lenders are authorized to collect and apply the proceeds, at Lenders' option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lenders and Borrowers otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly payments due hereunder or change the amount of such installments.

9. Borrowers Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lenders to any successor in interest of Borrowers shall not operate to release, in any manner, the liability of the original Borrowers and Borrowers' successor in interest. Lenders 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.

10. Forbearance by Lenders Not a Waiver. Any forbearance by Lenders 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 Lenders 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 herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lenders and Borrowers, subject to the provisions hereof. All covenants and agreements of Borrowers shall be joint and several. 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 addressed to Borrowers at Borrowers' last known business address or such address as Borrowers may designate by notice to Lenders as provided herein; and (b) any notice to Lenders shall be given by certified mail, return receipt requested, to Lenders' address stated herein or to such other address as Lenders 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 Lenders when given in the manner designated herein.

14. Governing Law; Severability. This Mortgage shall be governed by the law of the State of 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 the Note which can be given effect without the conflicting provisions, and to this end the provisions of the Mortgage and the Note are declared to be severable.

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

16. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrowers without Lenders' 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 appliances or personal property therein, or (c) a transfer by devise, descent or by operation of law upon the death of a co-owner, Lenders may, at Lenders' option, declare all the sums secured by this Mortgage to be immediately due and payable. Lenders shall have waived such option to accelerate if, prior to the sale or transfer, Lenders 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 Lenders and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lenders shall request. If Lenders have waived the option to accelerate provided in this Paragraph, and if Borrowers' successor in interest has executed a written assumption agreement accepted in writing by Lenders, Lenders shall release Borrowers from all obligations under this Mortgage and the Note.

If Lenders exercise such option to accelerate upon transfer, Lenders shall mail Borrowers notice of acceleration in accordance with the notice requirements herein. Such notice shall provide a period of not less than thirty (30) days from the date the 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, Lenders may invoke any remedies permitted hereafter for events of default.

17. Acceleration Upon Default; Remedies. Except as provided above in the event of transfer, upon Borrowers' breach of any covenant or agreement of Borrowers herein, including the covenant to pay when due any sums secured by this Mortgage, Lenders prior to acceleration shall mail notice of default to Borrowers, specifying: (1) the nature of the breach/default; (2) the action required to cure such breach/default; (3) a date, not less than thirty (30) days from the date the notice is delivered to Borrowers, by which such default must be cured, and (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 shall 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 and sale. If the breach is not cured on or before the date specified in the notice, Lenders at Lenders' 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. Lenders shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Paragraph, including, but not limited to, reasonable attorney's fees.

If Lenders invoke the power of sale, Lenders shall give notice of intent to foreclose to Borrowers and to the persons in possession of the Property, in accordance with applicable law. Lenders shall mail a copy of a notice of sale to Borrowers and person in possession, pursuant to the notice requirements set forth above. Lenders shall publish the notice of sale and the Property shall be sold in the manner prescribed by applicable law. Lenders 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 attorney's 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 legally entitled thereto.

18. 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 Lenders to enforce this Mortgage discontinued at any time prior to the earlier to occur at: (a) the fifth calendar day before sale of the Property pursuant to the power of sale contained in this Mortgage or (b) entry of a judgment enforcing this Mortgage if: (a) Borrowers pay Lenders all sums which would be then due under this Mortgage, the Note and Note securing Future Advances, if any, had no acceleration occurred; (b) Borrowers cure all breaches of any other covenants or agreements of Borrowers contained in this Mortgage; (c) Borrowers pay all reasonable expenses incurred by Lenders in enforcing the covenants and agreements of Borrowers contained in this Mortgage and in enforcing Lenders' remedies as provided hereinabove; and (d) Borrowers take such action as Lenders 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.

19. Assignment of Rents; Appointment of Receiver; Lenders in Possession. As additional security hereunder, Borrowers hereby assign to Lenders the rents of the Property, provided that Borrowers shall, prior to acceleration upon default or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon Lenders' acceleration for Borrowers' default, and at any time prior to the expiration of any period of redemption following judicial sale, Lenders, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lenders or the receiver shall be applied first to collection costs and then to the sums secured by this Mortgage. Lenders and the receiver shall be liable to account only for those rents actually received.

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

21. Waiver of Homestead. Borrowers hereby waive all right of homestead exemption in the Property.

22. Governing Law. This Mortgage and the Note referred to above shall be construed in accordance with the laws of the State of Wyoming.

IN WITNESS WHEREOF, Borrowers have executed this Mortgage.

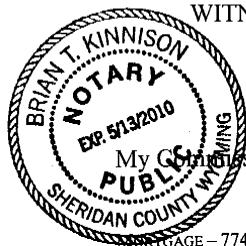
Matthew L. Westkott
Matthew L. Westkott, Borrower

Marcia C. Westkott
Marcia C. Westkott, Borrower

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The above and foregoing Mortgage was acknowledged before me by Matthew L. Westkott and Marcia C. Westkott on this 16th day of January, 2007.

WITNESS my hand and official seal.



[Signature]
Notary Public