

ASSIGNMENT AND ASSUMPTION OF MORTGAGE

This Assignment of Mortgage is hereby made and entered into by and between Matthew L. Westkott and Marcia C. Westkott, hereinafter called "Assignor" and Hillside Apartments, LLC, a Wyoming limited liability company, hereinafter called "Assignee" on the 1st day of November, 2013.

WHEREAS, Assignor entered into a for the property commonly known as 774 Marion Court, Sheridan, Wyoming 82801 and more particularly described as:

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;

WHEREAS, said Mortgage is dated January 16, 2007, and Assignor is the Borrower and Kenneth J. Carcich and Debra Carcich, husband and wife, as Lenders. Said Mortgage was recorded on January 16, 2007 in Book 656 at Page 235, in the office of the Sheridan County Clerk; and

WHEREAS, Assignor is desirous of assigning all of its right, title and interest in the Mortgage to Assignee and Assignee is desirous of assuming all of Assignor's obligations under said Mortgage;

NOW THEREFORE, for consideration acknowledged by all parties, they mutually agree as follows:

1. Assignor hereby assigns and conveys to Assignee all its right, title, interest and obligations in and to said Mortgage in its entirety.

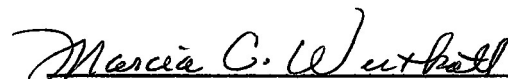
2. Assignee assumes and agrees to meet and perform the terms and obligations of borrower under the Mortgage.

3. Lender consents to Assignors transferring all of their right, title and interest in and to the above-described real property to Assignee so long as the above-described Mortgage remains in affect and Hillside Apartments LLC pays all amounts due thereunder, as may be amended.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

ASSIGNOR:


Matthew L. Westkott


Marcia C. Westkott



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 Note to be immediately due and payable without further demand. All notices provided herein shall be in writing and shall be mailed, via certified mail, to the parties at their addresses provided herein.

The party prevailing in any action or litigation in any manner arising out of or relating to this Promissory Note shall be entitled to recover their attorney's fees and costs of investigation and litigation.

LENDER' RIGHTS. Upon default, and if not timely cured by Borrower as provided herein, Lender may declare the entire unpaid balance on this Note and all accrued unpaid interest immediately due and payable, and Borrower shall pay this total amount. This amount shall include, subject to any limits under applicable law, Lender's reasonable attorney's fees and legal expenses whether or not there is a lawsuit, including reasonable attorney's fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any post-judgment collection services. If not prohibited by applicable law, Borrower will pay any court costs, in addition to all other sums provided by law. All Lender's rights under terms of this Note, including payment to be received hereunder, shall benefit and accrue to Lender's heirs and successors. This Note has been delivered to Lender and accepted by Lender in Sheridan, Wyoming and shall be governed by and construed in accordance with the laws of the State of Wyoming and within the jurisdiction of Sheridan County, Wyoming.

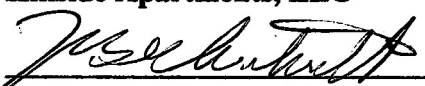
GENERAL PROVISIONS. Lender may delay or forego enforcing any of its rights and remedies under this Note without forfeiting them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waives presentment, demand for payment, protest and notice of dishonor. The obligations under this Note are joint and several.

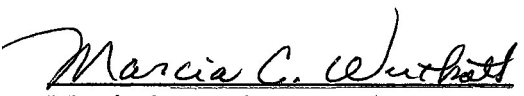
PRIOR TO SIGNING THIS NOTE, BORROWER AND LENDER HAVE READ AND UNDERSTOOD ALL PROVISIONS OF THE NOTE AND AGREE TO THE TERMS OF THIS RESTATED NOTE AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THE NOTE.

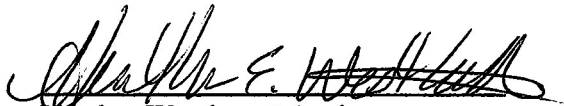
WITNESS our hands this 1st day of November, 2013.

BORROWER:

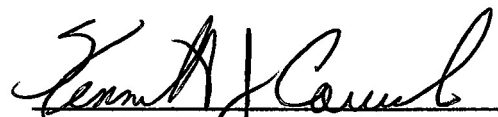
Hillside Apartments, LLC

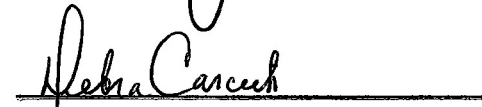

Matthew L. Westkott, Member


Marcia C. Westkott, Member


Heather Westkott, Member

LENDER:


Kenneth J. Carcich


Debra Carcich



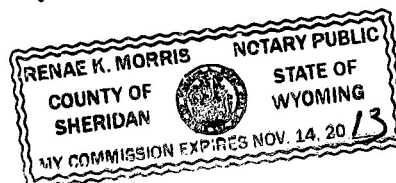
STATE OF WYOMING)
)ss.
COUNTY OF SHERIDAN)

This instrument was acknowledged before me on the ³¹~~1st~~ day of ~~November~~^{October}, 2013 by Matthew L. Westkott, Member of Hillside Apartments, LLC.

WITNESS my hand and official seal.

My Commission expires Nov 14, 2013

Renae K Morris
Signature of Notarial Officer
Title: Notary Public



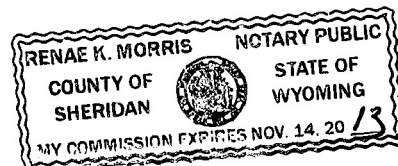
STATE OF WYOMING)
)ss.
COUNTY OF SHERIDAN)

This instrument was acknowledged before me on the ³¹~~1st~~ day of ~~November~~^{October}, 2013 by Marcia C. Westkott, Member of Hillside Apartments, LLC.

WITNESS my hand and official seal.

My Commission expires Nov 14, 2013

Renae K Morris
Signature of Notarial Officer
Title: Notary Public



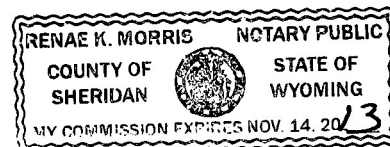
STATE OF WYOMING)
)ss.
COUNTY OF SHERIDAN)

This instrument was acknowledged before me on the ³¹~~1st~~ day of ~~November~~^{October}, 2013 by Heather Westkott, Member of Hillside Apartments, LLC.

WITNESS my hand and official seal.

My Commission expires Nov 14, 2013

Renae K Morris
Signature of Notarial Officer
Title: Notary Public



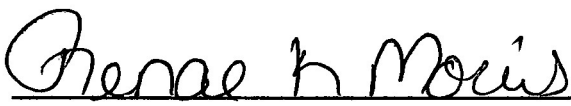


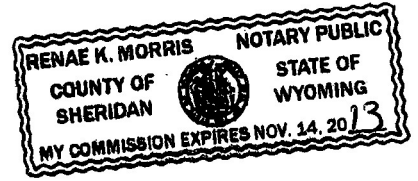
STATE OF WYOMING)
)ss.
COUNTY OF SHERIDAN)

This instrument was acknowledged before me on the 1ST day of November, 2013 by Kenneth J. Carcich.

WITNESS my hand and official seal.

My Commission expires Nov 14, 2013


Signature of Notarial Officer
Title: Notary Public

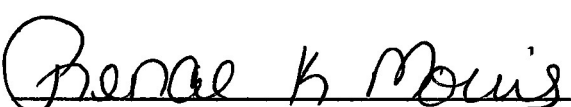


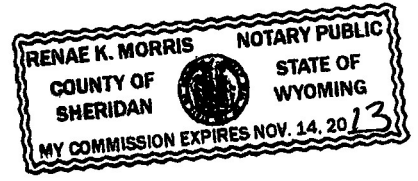
STATE OF WYOMING)
)ss.
COUNTY OF SHERIDAN)

This instrument was acknowledged before me on the 1ST day of November, 2013 by Debra Carcich.

WITNESS my hand and official seal.

My Commission expires Nov 14, 2013


Signature of Notarial Officer
Title: Notary Public



NO. 2013-708807 ASSIGN MORTGAGE
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
WILCOX AGENCY
SHERIDAN WY 82801