

WYOMING REAL ESTATE MORTGAGE

THIS MORTGAGE is made this 28 day of October, 2009, between **Macs Moving Acquisition, Inc., a Wyoming corporation**, whose address is 219 Broadway, Sheridan, Wyoming 82801, (referred to herein as "Mortgagor") and **Mac's Moving and Storage, Inc., a Wyoming corporation**, whose address is 734 Big Goose Road, Sheridan, Wyoming 82801 (referred to herein as "Mortgagee").

WHEREAS Mortgagor is indebted to Mortgagee in the principal sum of Seventy-Five Thousand Dollars and No Cents (\$75,000.00) which indebtedness is evidenced by Mortgagor's Promissory Note of even date with this mortgage, providing for payment of principal and interest; and

WHEREAS this mortgage document is to be executed as security for the payment of such indebtedness.

NOW, THEREFORE, the Mortgagor, to secure payment of the sum of Seventy-Five Thousand Dollars and No Cents (\$75,000.00), due in accordance with the terms of the Promissory Note, as secured by the note for the stated amount, does hereby mortgage and warrant to Mortgagee, with full power of sale pursuant to applicable *Wyoming Statutes*, that certain property located in the County of Sheridan, State of Wyoming, which is described more particularly described as

Lots 19, 21 and the North eight inches of Lot 23, Block 5, of the Corrected Plat of Grinnell Addition to the Town, now City of Sheridan, Sheridan County, Wyoming, together with all improvements, fixtures and attachments, and subject to all reservations, covenants, restrictions and easements of record

to have and to hold the above described premises unto the Mortgagee, together with all improvements now or hereafter erected on the property and all easements, rights and appurtenances which shall be deemed to be and remain a part of the property covered by this mortgage and referred to herein as the "Property."

This Mortgage is subordinated to that certain Mortgage of even date herewith, upon the above described real property, in favor of First Federal Savings Bank, and guaranteed by the Small Business Administration, respecting the sale of such real property by Mac's Moving and Storage, Inc., to Macs Moving Acquisition, Inc.

Mortgagor covenants and warrants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Mortgagor warrants and will defend generally the title to the Property against all claims and demands, subject to reservations, easements and restrictions of record, but subject to no other encumbrances.

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BOOK 755 PAGE 0464
RECORDED 10/29/2009 AT 10:00 AM
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

D. B.

Mortgagor shall promptly pay when due installment payments upon the principal indebtedness and accrued interest evidenced by the note of even date with this mortgage.

Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire and other hazards in an amount not less than the principal sum due under the terms of this mortgage. Mortgagor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property.

In the event Mortgagor fails to make an installment payment of the principal and accrued interest when due as required by the note, or in the event the Mortgagor fails to comply with any other provision of this mortgage or the note, then the Mortgagee shall be entitled to declare the whole of the unpaid balance on this note due and payable on demand.

Mortgagee is granted the power of sale and shall have the right and power to foreclosure by advertisement in accordance with §§ 34-4-101, *et seq.*, of the *Wyoming Statutes*. In case of default in the payment of principal and accrued interest or in the performance of any other covenant of this mortgage or the note, then it shall be lawful for the Mortgagee to sell and dispose of the Property to satisfy the indebtedness represented by this mortgage and the note by invoking the power of sale herein or by any other remedies permitted by applicable law. If the Mortgagee invokes the power of sale, Mortgagee shall give notice of intent to foreclose to Mortgagor in accordance with Wyoming law and may then proceed to sell the Property in accordance with Wyoming law. Mortgagor may purchase the Property at any sale. The proceeds of sale shall be applied, first, to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees and costs of title insurance; second, to all sums secured by mortgages or liens having priority over this mortgage; third, to all sums secured by this mortgage, and, the excess, if any, to the person or persons legally entitled thereto.

Mortgagee's waiver of any default on the part of Mortgagor shall not be held or construed as a waiver of any future or other defaults.


In the event proceedings be commenced for the foreclosure of this mortgage, either under the power of sale herein, or by judicial action, then the rents, issues and profits of the Property and appurtenances thereon from the time of default and during the period of redemption shall be held and applied to the payment of the indebtedness hereby secured, and the costs, attorney's fees and other disbursements made under the terms of this mortgage, and any court of competent jurisdiction, upon application by the Mortgagee may appoint the Mortgagee, his nominee or any other suitable person as receiver of the Property and the rents, profits and issues thereof.

The terms, conditions and covenants of this mortgage shall apply to and bind the parties, jointly and severally, and their heirs, executors, administrators, successors and assigns.

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DATED on the day and year first above written.

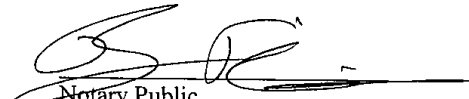
MACS MOVING ACQUISITION, INC.
a Wyoming corporation

By: 
Dennis Bruce - President

STATE OF WYOMING)
 : ss
COUNTY OF SHERIDAN)

The foregoing document was acknowledged before me this 20th day of October, 2009, by Dennis Bruce, President of Macs Moving Acquisition, Inc., a Wyoming corporation

WITNESS my hand and official seal.


Notary Public

My commission expires:

5-13-10

