

Mortgage and Security Agreement

This Mortgage and Security Agreement is entered into by **Summerfield K. Johnston, Jr.** (also known as S.K. Johnston, Jr.), a married person as his sole and separate property (referred to herein as "Mortgagor"), whose address is 600 Krystal Building, Chattanooga, TN 37402 and **Metropolitan Life Insurance Company**, whose address is 8717 West 110th Street, Suite 700, Overland Park, KS 66210 (herein referred to as "Mortgagee").

RECITALS

Mortgagor executed a First Mortgage Note for the principal amount of Thirty Million dollars (\$30,000,000.00) dated November 12, 2003 (referred to herein as the "First Mortgage Note") to Mortgagee and a First Mortgage and Security Agreement dated November 12, 2003 to secure the payment of said Note. The First Mortgage and Security Agreement was recorded on November 17, 2003 in Book 88A136, Page 54 in the office of the Johnson County Clerk and on November 17, 2003 in Book 547, Page 545 in the office of the Sheridan County Clerk (referred to hereinafter as the "First Mortgage and Security Agreement").

Mortgagor executed an Amendment to First Mortgage and Security Agreement dated August 28, 2008 and recorded on August 29, 2008 in Book 88A190, Page 551 in the office of the Johnson County Clerk and on September 5, 2008 in Book 716, Page 240 in the office of the Sheridan County Clerk (referred to hereinafter as the "First Amendment") in which Mortgagor and Mortgagee agreed to release a portion of the lands covered by the First Mortgage and Security Agreement and the addition of certain lands as collateral to secure the obligations of the Mortgagor evidenced by the First Mortgage Note.

Mortgagor has made a second request that Mortgagee release of a portion of the lands covered by the First Mortgage and Security Agreement. Mortgagee has agreed to grant Mortgagor the requested partial release on condition that the First Mortgage and Security Agreement be amended to add additional lands as collateral to secure the obligations of the Mortgagor evidenced by the First Mortgage Note. Accordingly, Mortgagor and Mortgagee have entered into a Second Amendment to First Mortgage and Security Agreement of even date herewith (referred to herein as the "Second Amendment to First Mortgage and Security Agreement"), in which certain lands were added to the First Mortgage and Security Agreement, which lands are specifically described in the Second Amendment to First Mortgage and Security Agreement and are referred to therein as the "Additional Secured Property". Mortgagor has further agreed to provide Mortgagee with this Mortgage on the Additional Secured Property.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the parties agree as follows:

1. **Mortgage.** For and in consideration of the sum of Thirty Million dollars (\$30,000,000.00) paid to Mortgagor under the First Mortgage Note, the receipt of which is acknowledged, and in consideration of the partial release and addition of lands to the First Mortgage and Security Agreement (as set forth in the Second Amendment to First Mortgage and Security Agreement), Mortgagor does hereby mortgage and warrant to Mortgagee, its successors and assigns, with power of sale, the following described property which is hereafter referred to as the "Mortgaged Property":
 - a. The real property located in Sheridan County, Wyoming, described on attached Exhibit "A" together with the following: all existing or subsequently erected or affixed buildings, improvements, fixtures and appurtenances located on said lands; all easements, rights of way and appurtenances; all water, water rights, dams, dikes, reservoirs, reservoir rights, drains and drainage rights, wells and well rights used upon, stored, located or appurtenant to said lands; all shares of stock and any other rights owned by Mortgagor in any ditch, reservoir or canal company or water user's association; all water development, storage or conservation facilities and structures;

all rents, royalties, issues and profits now due or which may hereafter become due under or by virtue of any agreement relating to the real property; all crops; all coal, oil, gas and other minerals and mineral rights owned by Mortgagor in, under or produced from said lands; all privileges, hereditaments and appurtenances belonging to said lands or in any way pertaining thereto; all rights of access; and all estate, title, interest, claim and demand whatsoever of Mortgagor in said lands, whether now owned or hereafter acquired.

- b. All windmills, pumps, pipes, pipelines, pivots, drip systems, irrigation equipment, motors, engines and devices of every kind and appurtenances now or hereafter used for or in connection with the irrigation of the property described on attached Exhibit A or for stock watering or domestic uses thereon, including, but not limited to, the following irrigation equipment:

Paddock Sprinklers

Rain Bird heads supplied by buried main and lateral lines

No I.D. available

Pump #2

Berkeley Model B1-1/2TPMS

Serial No. G260806

Motor #2

Marathon Electric 10 HP,

Model No. BVJ215TCDV7004AAL, Serial No. 2413

Wheel Line Sprinkler System No. 1

Year: N/A

Make: Lake - Crop King

Model: N/A

Serial No. 203

Description 1/4-mile sideroll, 4" pipeline w/ 5' wheels and Rainbird heads.
Driver powered by 10.5 HP Briggs & Stratton gasoline engine.

Wheel Line Sprinkler System No. 2

Year: N/A

Make: Lake - Crop King

Model: N/A

Serial No. 803

Description 1/4-mile sideroll, 4" pipeline w/ 5' wheels and Rainbird heads.
Driver powered by 10.5 HP Briggs & Stratton gasoline engine

together with all additions, accessions, replacements, improvements, repairs and substitutions to said property and the proceeds thereof which shall be considered affixed to the property described on Exhibit A and subject to all provisions of the First Mortgage and Security Agreement.

- c. All awards or compensation made at any time for taking or damaging by eminent domain, either permanent or temporary, of all or any part of the property described above.
- d. All right, title and interest hereafter acquired in or to any of the property described above.

Both the First Mortgage Security Agreement and this Mortgage shall be deemed to secure the performance of all promises, covenants and agreements contained in the First Mortgage Note and the First Mortgage and Security Agreement, and in the event of a default under the terms and provisions of either of the First Mortgage and Security Agreement or this Mortgage or of the First Mortgage Note secured thereby, by reason of which the right of acceleration granted thereunder is exercised, such default shall be deemed a default under both the First Mortgage and Security Agreement and this Mortgage and a default under the First Mortgage Note secured thereby, and such acceleration shall operate as an acceleration of both the First Mortgage and Security Agreement and this Mortgage and an acceleration of the First Mortgage Note. In the case of foreclosure of either the First Mortgage and Security Agreement or this Mortgage, any excess remaining from the proceeds of such foreclosure, after the satisfaction of the obligations primarily secured thereby, including all costs and attorneys' expenses, shall, at the option of Mortgagee, be held and applied pro tanto to any deficiencies existing after the foreclosure. No consents, waivers, extensions, renewals, or other indulgences at any time granted with respect to either the First Mortgage and Security Agreement or this Mortgage or of the First Mortgage Note secured thereby by the holder from time to time thereof shall operate in any way to diminish any security or other rights to which the holder of the other Mortgage may be entitled thereunder.

- 2. **Secured Obligation.** This Mortgage is given in order to secure (a) the payment of the First Mortgage Note dated November 12, 2003 executed by Mortgagor and payable to Mortgagee in the principal amount of Thirty Million dollars (\$30,000,000.00) which provides for semi-annual payments of interest and annual payments of principal and which provides that the entire unpaid balance of principal and interest shall be due and payable on October 1, 2023, and any extensions or renewals or modifications thereof, and (b) the performance of Mortgagor's promises under this mortgage, the First Mortgage and Security Agreement and the Loan Agreement between the parties.
- 3. **Security Interest.** Mortgagor grants to Mortgagee, its successors and assigns, a security interest in all personal property and the Leases and Permits covered by this Mortgage and all proceeds and products thereof. This document shall be both a mortgage under the laws of Wyoming and a security agreement under the Wyoming Uniform Commercial Code and/or Tennessee Uniform Commercial Code. Mortgagee shall have all rights and remedies available to a secured party under the Wyoming Uniform Commercial Code and/or Tennessee Uniform Commercial Code, in addition to all rights and remedies provided by law or by this agreement. Mortgagor shall take all acts and deliver to Mortgagee all property and execute and deliver all such financing statements as Mortgagee may deem necessary or desirable to protect and preserve its security interest in said personal property. Mortgagor authorizes Mortgagee to file all financing statements necessary to protect and preserve its security interest in said personal property.
- 4. **General Representations and Warranties.** Mortgagor represents, promises and warrants to Mortgagee as follows:

- a. The Mortgagor is the lawful owner of and has good and marketable title to the Mortgaged Property and has full power and authority to execute this Mortgage and to mortgage to the Mortgagee the Mortgaged Property and to grant to the Mortgagee a lien on the Mortgaged Property, and Mortgagor will defend the title to the Mortgaged Property against all claims and demands whatsoever.
- b. The execution and delivery of this Mortgage has been duly authorized by all necessary action, and upon execution and delivery of this Mortgage, the Mortgage will be binding upon the Mortgagor according to its terms and conditions.
- c. Upon recording of this Mortgage, Mortgagee will have a first mortgage lien on the Mortgaged Property, free and clear of any and all prior liens, claims, encumbrances, restrictions, encroachments, and interests whatsoever and Mortgagor has not conveyed, mortgaged, or granted a security interest in the Mortgaged Property to any person, except Mortgagee.
- d. All obligations which Mortgagor may have incurred in connection with the Mortgaged Property are current and not in default.
- e. There is no provision in any agreement to which Mortgagor is a party or by which it is bound or in any order of any court or administrative agency to which Mortgagor is subject which prohibits the execution and delivery by Mortgagor of this Mortgage, the note secured thereby, or any other loan document, or the performance or observance by Mortgagor of any of the terms or conditions of this Mortgage or the note secured thereby or any other loan document.
- f. Mortgagor is not in default in the payment of any indebtedness for borrowed money and is not in default under any instrument or agreement under and subject to which any indebtedness for borrowed money has been issued, and no event has occurred under any such instrument or agreement which with or without the lapse of time or by the giving of notice, or by both, would constitute an event of default thereunder.
- g. There is legally enforceable unrestricted access to all of the property described in attached Exhibit A.
- h. The water rights mortgaged hereunder are in full force and effect and have been lawfully and properly applied to beneficial use within the five (5) years preceding the execution of this mortgage and are not subject to being abandoned or forfeited in whole or in part.

5. **Mortgagor's Obligations.** Mortgagor shall:

- a. Pay the note secured by this Mortgage when and as due and perform all of Mortgagor's obligations under this Mortgage, and the Loan Agreement and any other document executed by Mortgagor in connection with the loan by Mortgagee to Mortgagor;
- b. Keep and maintain the Mortgaged Property in good condition and repair and not commit or permit any waste thereon and promptly repair or restore any buildings, improvements or structures on the Mortgaged Property which may become damaged or destroyed and Mortgagee shall not, without the prior written consent of Mortgagee, remove, substantially alter, or demolish any building of material value on the Mortgaged Property or sever or remove any fixtures, timber or minerals, except those minerals subject to an existing lease, from the Mortgaged Property.

- c. Occupy and operate the Mortgaged Property in a good and husbandmanlike manner, in accordance with generally accepted farming and ranching practices and not in violation of any applicable federal, state or local laws, statutes, rules or regulations;
- d. Pay promptly as and when due and payable, all expenses incurred in or arising from the operation, maintenance, occupation, inspection, protection, repair, replacement, or change of or to the Mortgaged Property;
- e. Pay promptly as and when due and payable lease and permit fees associated with the Leases, and all taxes, water and ditch charges, assessments and governmental charges legally imposed upon the Mortgaged Property, before delinquency;
- f. Pay all taxes and assessments upon this Mortgage and the debt secured thereby, together with any other taxes and assessments which may be levied or assessed under the laws of Wyoming against Mortgagee or the holder of the note secured by this Mortgage on account of this indebtedness;
- g. Keep the Mortgaged Property free and clear of all liens, charges and encumbrances of every character, kind and nature whatsoever, other than taxes constituting liens but not yet due and payable and those consented to in writing by Mortgagee;
- h. Procure and at all times maintain an insurance policy or policies in a form and with companies reasonably satisfactory to Mortgagee providing coverage in an amount satisfactory to Mortgagee upon the buildings, fixtures and improvements now existing or hereafter erected or placed upon the Mortgaged Property and insuring against the perils of fire, lightning, tornado, earthquake, explosion, extended coverage, vandalism and malicious mischief, and deliver such policies to the Mortgagee. Each policy shall provide that the insurer will not cancel, refuse to renew, or materially modify the policy without giving at least ten (10) days advance written notice to Mortgagee. Each such policy shall provide for losses to be payable to Mortgagee to the extent of its interest. In the event of loss, Mortgagor shall give immediate notice to Mortgagee which may, but shall have no obligation to do so, make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee, instead of to Mortgagor and Mortgagee jointly. Mortgagee is hereby given full power to settle or to compromise any claims, and the insurance proceeds or any part thereof may be applied by Mortgagee, at its option, to reduce the indebtedness secured hereby (whether or not then due) or to restore or repair the property damaged. If Mortgagor fails to secure and maintain any of such insurance coverage as provided in this paragraph, Mortgagee may procure such insurance on Mortgagor's behalf, and at Mortgagor's sole cost and expense, in favor of Mortgagee alone. The coverages and amounts of insurance herein provided to be secured and maintained by Mortgagor are for the protection of Mortgagee's interest and Mortgagor is free to secure such additional insurance coverage relating to the Mortgaged Property as Mortgagor may in its sole discretion determine to be advisable.
- i. Comply at all times with all laws, ordinances, regulations, covenants and restrictions in any manner affecting the Mortgaged Property;
- j. Allow the Mortgagee to inspect the Mortgaged Property at reasonable times.
- k. Beneficially use all water rights and not allow all or any part of the water rights to be abandoned or forfeited.

6. **Environmental Warranty.** Mortgagor represents, warrants and agrees to furnish Mortgagee on request evidence that:
- a. No portion of the Mortgaged Property has been used for the production, release, storage or disposal of hazardous or toxic wastes, substances, or materials.
 - b. Neither Mortgagor nor any tenant or other person using or occupying the Mortgaged Property will generate, store, handle or otherwise deal with hazardous or toxic wastes, substances, or material on the Mortgaged Property.
 - c. Those pesticides, herbicides and other agricultural chemicals customarily used in agricultural operations of the type currently conducted on the premises have been, are, and shall be used in accordance with all applicable laws and regulations.
 - d. If this Mortgage is foreclosed, Mortgagor shall remove, to the satisfaction of Mortgagee, all petroleum hazardous wastes, hazardous substances, and toxic substances from the Mortgaged Property (including soil and ground water) and any adjacent property upon which any such petroleum, hazardous waste, hazardous substances, or toxic wastes or substances may be located.
 - e. During the term of this Mortgage, Mortgagor will deliver to Mortgagee:
 1. Copies of any documents received from the United States Environmental Protection Agency and/or any state, county or municipal environmental or health agency concerning operations upon the premises and
 2. Copies of any documents submitted by Mortgagor to the United States Environmental Protection Agency and/or any state, county or municipal environmental or health agency concerning its operation on the premises.
 - f. Mortgagor shall indemnify, defend and hold harmless Mortgagee, its officers, directors, employees, agents, subsidiaries and affiliated companies from all fines, judgments, penalties, costs, suits, procedures, liabilities, claims and actions of any kind arising out of or in any way connected with any spills or discharges of hazardous or toxic substances, materials, or wastes or petroleum products at or on the Mortgaged Property. The obligations and liabilities of Mortgagor under this paragraph shall continue so long as the Mortgagee might be held responsible for any spills or discharges of such waste, materials, substances, or petroleum products.
 - g. The obligations and liabilities of Mortgagor under this paragraph shall survive any foreclosure of this Mortgage or deed given in lieu of foreclosure. Failure of the Mortgagor to abide by the terms of this paragraph may be restrained by injunction.
7. **Oil, Gas and Mineral Agreements and Consents.** Mortgagor assigns and transfers to Mortgagee all sums payable to Mortgagor under any and all oil, gas, coal, or other minerals leases now existing or hereafter entered into on the Mortgaged Property, including, without limitation, all bonuses, delay rentals, royalties, production payments, and other benefits accruing under said leases. Such payments may continue to be paid to Mortgagor until default by Mortgagor under this Mortgage at which time Mortgagee shall be entitled to demand and receive all such payments to apply to the obligations owed by Mortgagor to Mortgagee. Mortgagor has not and will not grant any such consent as may be required of the owner of the Mortgaged Property for mining or other surface disturbance or the Mortgaged Property by the terms of any patent, deed, statute, law or otherwise, without the prior written consent of Mortgagee, which Mortgagee may grant or withhold in its sole discretion. This

paragraph shall not obligate or require Mortgagee to subordinate its interests under this Mortgage to any oil, gas, coal, or other mineral lease or agreement.

8. **Transfer of Ownership.** If the Mortgaged Property, or any portion thereof, or any interest therein, is sold, mortgaged, or conveyed or becomes subject to any agreement to sell, mortgage, or convey before the time the indebtedness secured hereby shall have been paid in full, then the entire indebtedness secured by this Mortgage shall at the option of the Mortgagee become due and payable.
9. **Taxation.** In the event of the passage, after the date of this Mortgage, of any law deducting any lien thereon from the value of land for the purpose of taxation, or changing in any way the laws now in force for the taxation of mortgages or debts secured by this Mortgage or the manner of the collection of any such taxes, so as to affect this Mortgage, the whole of the principal sum secured by this Mortgage, together with the interest due thereon, shall, at the option of the Mortgagee without notice, become immediately due and payable.
10. **Subrogation.** Mortgagee, its successors and assigns, shall at their option be subrogated to the lien, although released of record, of any prior encumbrance, mechanic's lien, vendor's lien, or other lien on the Mortgaged Property paid out of the proceeds of the loan secured hereby.
11. **Default and Remedies.** Time is of the essence. If the promissory note secured by this Mortgage is not paid when due or is in default or if there is a default under the terms of this Mortgage, the Loan Agreement, or under any other document executed by Mortgagor in connection with the loan by Mortgagee to Mortgagor, then Mortgagee shall have the following rights and remedies in addition to any other rights and remedies available to Mortgagee at law or in equity:
 - a. To declare the promissory note secured by this Mortgage and all monies paid and advanced by Mortgagee under this Mortgage to be immediately due and payable and to foreclose the Mortgage to satisfy the amount of the debt, including advances, interest and costs; provided, however, Mortgagee may elect, at its sole option, to foreclose only as to the sum past due, without injury to this Mortgage or the displacement or impairment of its lien.
 - b. To sell the Mortgaged Property under power of sale in accordance with the laws of the State of Wyoming then in force.
 - c. To commence a suit or suits in equity or at law, whether for a foreclosure hereunder or for the sale of the Mortgaged Property, or for the recovery of a deficiency judgment or for the specific performance of this Mortgage or in the aid of the execution of any power of sale herein granted, or for the enforcement of any other appropriate legal or equitable remedy;
 - d. To sell, to the extent permitted by law, at one or more sales, as an entirety or in parcels, as the Mortgagee may elect, the real property constituting a part of the Mortgaged Property, at such place or places and otherwise in such manner and upon such notice as may be required by law, or, in the absence of any such requirements, as the Mortgagee may deem appropriate, and make conveyances to the purchaser or purchasers;
 - e. At the Mortgagee's election, to treat the fixtures constituting a part of the Mortgaged Property as either real property collateral or personal property collateral and proceed to exercise such rights and remedies as apply to such type of collateral;

- f. To enter upon and take immediate possession of any of the Mortgaged Property and all crops thereon, and to exclude the Mortgagor and the Mortgagor's agents or employees, wholly therefrom, and to use, hold administer, manage and operate the same to the extent that the Mortgagor shall be at the time entitled and in its place and stead, and to operate the same without any liability to the Mortgagor in connection with such operations, except to use ordinary care in the operation of such properties, and to collect, receive and receipt for all revenues, proceeds, rents, profits and issues generated by the Mortgaged Property, to make repairs, to purchase machinery and equipment, and to exercise every power, right and privilege of the Mortgagor with respect to the Mortgaged Property;
- g. At any time from and after commencement of an action to foreclose this Mortgage, to have a receiver for the Mortgaged Property appointed which appointment may be made either before or after any foreclosure sale, without regard to the sufficiency of the security to discharge the obligations secured by this Mortgage which receiver shall have the power to take and hold possession of the Mortgaged Property, and to hold, use, administer, manage and operate the same to the extent that the Mortgagor shall be at the time entitled and in its place and stead and shall have the right to collect, receive and receipt for all revenues, proceeds, rents, profits and issues generated by the Mortgaged Property. Mortgagor consents to the appointment of a receiver upon the showing of default without other evidence being required; and
- h. To exercise and enforce any and all other rights or remedies available to the Mortgagee in equity, at law, by the agreement or otherwise.

The Mortgagor shall reimburse the Mortgagee upon demand for all costs and expenses incurred by the Mortgagee in protecting and enforcing the Mortgagee's rights and remedies under this Mortgage, including court costs and attorney's fees, plus interest thereon at the default rate provided in the Note from the date so paid or incurred until reimbursed by the Mortgagor.

In the event of default, the Mortgagor shall also pay the cost of providing an abstract of title from the date of recording of this Mortgage to the date requested by the Mortgagee, and upon failure of the Mortgagor to do so, all money so advanced by the Mortgagee to acquire such an abstract shall bear interest at the default interest rate stated in the note secured hereby and shall be secured by this Mortgage.

- 12. **Defense of Mortgage.** If any action or proceeding is commenced by any person other than the Mortgagee, to which action or proceeding the Mortgagee is made a party, whether in law or in equity, and including condemnation and bankruptcy proceedings or in which it becomes necessary to defend or uphold the lien of this Mortgage, all sums paid by the Mortgagee for the expense of any such litigation to prosecute or defend the rights and liens created by this Mortgage, including reasonable attorney's fees, shall be paid by the Mortgagor, together with interest thereon at the default interest rate stated in the note secured by this Mortgage. Any such sum and the interest thereon shall be a lien on the Mortgaged Property prior to any right, title or interest in or claim upon the premises attaching or accruing subsequent to the lien of this Mortgage and shall be added to the principal amount intended to be secured by this Mortgage.
- 13. **Mortgagee's Right to Perform.** If Mortgagor fails to make any payment or to do any act or thing, or to perform any obligation required by this Mortgage, then the Mortgagee without notice to or demand upon the Mortgagor and without waiving or releasing any obligation or breach or default, may (but shall not be under any obligation to) at any time thereafter make, do, pay or perform the same in such manner and to such extent as Mortgagee in its sole

discretion deems reasonably necessary or desirable to protect its security or to protect any other legitimate interest of the Mortgagee. The Mortgagee for such purposes is authorized to enter in or upon the Mortgaged Property at all reasonable times and places and to commence, appear in, or defend any action or proceeding purporting to affect its security. All such sums so paid by the Mortgagee and all costs and expenses (including without limitation, attorney's fees and court costs) so incurred together with interest thereon at the default rate provided in the note secured by this Mortgage from the date so paid or incurred until reimbursed by the Mortgagor shall be secured by this Mortgage and shall be paid by the Mortgagor to the Mortgagee on demand. Mortgagor waives and releases all claims or causes of action which may hereafter arise in its favor against Mortgagee as a result of Mortgagee taking any actions under this paragraph. Mortgagor shall make no claim or demand upon Mortgagee and shall initiate no proceeding against Mortgagee by reason of any action taken by Mortgagee pursuant to the authority granted in this paragraph.

14. **Impairment of Rights.** No failure or delay by the Mortgagee to insist upon the strict performance of any term, condition, covenant or agreement of this Mortgage or to exercise any right, power or remedy under this Mortgage shall constitute a waiver of any such term, condition, covenant, agreement, right, power or remedy or of any such breach or preclude the Mortgagee from exercising any such right, power or remedy at any later time or times.

Without affecting the liability of any person obligated to pay the indebtedness secured hereby, Mortgagee may, from time to time and without notice and without regard to the consideration, if any paid therefor and notwithstanding the existence at that time of any inferior liens thereon: (a) release any person liable for the payment of any of the indebtedness secured hereby, (b) extend the time or otherwise alter the terms of payment of the indebtedness secured hereby, (c) alter, substitute or release any property or collateral securing said indebtedness, or (d) accept any additional security or resort to any security in such order as Mortgagee may determine.

The taking of any additional security, execution of partial releases of security, or any extension of the time of payment of the indebtedness secured by this Mortgage or renewal of the indebtedness secured by this Mortgage shall not diminish the force, effect or lien of this Mortgage and shall not affect or impair the liability of any maker, surety, guarantor or endorser for the payment of said indebtedness. The Mortgagee shall have the right to release with or without consideration or credit on the indebtedness hereby secured any part of the Mortgaged Property without regard to the existence of any junior encumbrance and without the consent of any junior encumbrancer, and such release shall have no effect upon the priority, lien or estate conveyed in this Mortgage.

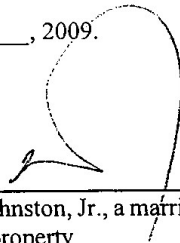
15. **Release.** Upon payment in full of the promissory note secured by this Mortgage and upon full performance by Mortgagor of all of its duties and obligations under this Mortgage and any other document executed by Mortgagor in connection with the loan by Mortgagee to Mortgagor, the Mortgagee shall release this Mortgage without recourse or warranty at the cost and expense of the Mortgagor.
16. **Costs and Expenses.** Mortgagor will pay all costs and expenses, including reasonable attorney's fees, incurred by Mortgagee in enforcing this Mortgage or any rights of the Mortgagee under this Mortgage.
17. **Eminent Domain.** If all or any part of the Mortgaged Property is subjected to eminent domain proceedings or is condemned, Mortgagee may at its election require that all or any portion of the proceeds of the eminent domain or condemnation award be applied to the indebtedness secured by this Mortgage. Mortgagor shall immediately notify Mortgagee of the actual or threatened commencement of any condemnation or eminent domain

proceedings affecting the Mortgaged Property. Mortgagor assigns to Mortgagee any award for the property taken and for damages to remaining property in connection with an actual or threatened condemnation or eminent domain proceeding, whether fully adjudicated or settled. If the Mortgagee elects to apply the proceeds of the award from the condemnation or eminent domain proceeding to the indebtedness secured hereby, Mortgagee may elect to apply that indebtedness against the payments in inverse order of maturity. Mortgagee shall have full authority to intervene in any condemnation or eminent domain proceeding in the name of the Mortgagor and to settle, collect and receive any award from the condemning authorities. Any condemning authority is authorized and directed to make payment directly to Mortgagee. Any expenses incurred by Mortgagee in intervening in or participating in any condemnation or eminent domain proceeding shall be reimbursed to Mortgagee first out of the proceeds. If the proceeds are applied to restoration and repair of the Mortgaged Property, the restoration or repair shall be pursuant to plans and specifications approved by Mortgagee, and the proceeds may be disbursed by Mortgagee under such safeguards as Mortgagee may reasonably require to assure completion in accordance with such plans and specifications.

18. **Application of Payments.** Except as otherwise provided by law, all payments made to Mortgagee and any amounts applied to the indebtedness secured hereby shall be applied to the various amounts secured hereby in any order Mortgagee may determine.
19. **Non-Waiver.** The entering upon and taking possession of the Mortgaged Property, the collection of rents, issues, royalties, profits, proceeds of insurance or condemnation or eminent domain awards and the application thereof to the indebtedness hereby secured shall not cure or waive any default or notice of default or invalidate any act done pursuant to such notice or extend or postpone the due date of any payment secured hereby.
20. **Homestead Exemption.** Mortgagor releases and waives all rights and benefits of the homestead exemption laws of the State of Wyoming.
21. **Successors and Assigns.** This agreement shall be binding upon the successors and assigns of the parties.
22. **Governing Law.** This agreement shall be governed by and construed in accordance with the laws of the State of Wyoming.
23. **Severability.** If a court of competent jurisdiction finds any provisions of this Mortgage to be invalid or unenforceable, then any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; provided, however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.
24. **Interest Rates.** The Note secured hereby expressly provides that the holder thereof may at its option change or adjust the interest rates set forth therein.

Dated this 19th day of October, 2009.

Mortgagor:

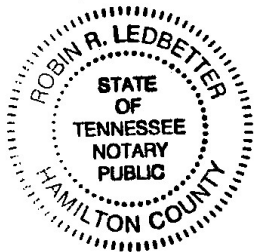


Summerfield K. Johnston, Jr., a married person as his sole and separate property

STATE OF Tennessee)
) ss.
COUNTY OF Hamilton)

The foregoing instrument was acknowledged before me by Summerfield K. Johnston, Jr., a married person as his sole and separate property this 19th day of October, 2009.

Witness my hand and official seal.



Robin R. Ledbetter
Notary Public
My commission expires: 2/22/2012

Exhibit A

A tract of land lying in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ and West $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 19, the NW $\frac{1}{4}$ of Section 30, all in Township 54 North, Range 83 West, the E $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$, and East $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 24, the N $\frac{1}{2}$ of Section 25, all in Township 54 North, Range 84 West; 6th Principal Meridian, Sheridan County, Wyoming; said tract being more particularly described as follows:

COMMENCING at the northwest corner of said Section 19; thence S71°54'35"E, a distance of 2807.21 feet along the north line of said NW $\frac{1}{4}$ of Section 19 to a point; thence S88°13'49"E a distance of 650.54 feet along the north line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 19 to a point on a fence line; thence S20°26'04"W, a distance of 253.25 feet along said fence line to a point; thence S18°24'29"E, a distance of 136.90 feet along said fence line to a point; thence S55°12'06"E a distance of 24.29 feet along said fence line to a point; thence S32°16'21"W, a distance of 47.68 feet along said fence line to a point; thence S07°41'20"W, a distance of 89.32 feet along said fence line to a point; thence S89°22'13"W a distance of 387.07 feet along said fence line to a point; thence through a curve to the left having a delta of 41°30'47", a radius of 218.13 feet, a length of 158.05 feet, a chord bearing of S33°35'14"W and a chord length of 154.61 feet along said fence line to a point; thence S50°49'36"W, a distance of 284.69 feet along said fence line to a point; thence S52°54'21"W, a distance of 358.74 feet along said fence line to a point; thence S57°29'55"W, a distance of 360.16 feet along said fence line to a point; thence S65°49'39"W, a distance of 698.42 feet along said fence line to a point; thence S41°06'35"W, a distance of 654.69 feet along said fence line to a point; thence S36°21'15"W, a distance of 82.53 feet along said fence line to a point; thence S40°24'53"E, a distance of 486.12 feet along said fence line to a point; thence S02°24'23"E, a distance of 2192.53 feet along said fence line to a point; thence S17°17'04"W, a distance of 488.43 feet along said fence line to a point; thence S28°20'49"E, a distance of 1379.19 feet along said fence line to a point; thence S08°53'12"E, a distance of 303.30 feet along said fence line to a point; thence S22°52'15"W, a distance of 675.51 feet along said fence line to a point; thence S76°17'20"W, a distance of 481.56 feet along said fence line to a point; thence S78°54'39"W, a distance of 493.72 feet along said fence line to a point; thence N70°04'56"W, a distance of 709.33 feet along said fence line to a point; thence N66°47'20"W, a distance of 845.68 feet along said fence line to a point; thence N83°14'20"W, a distance of 576.82 feet along said fence line to a point; thence N80°07'05"W, a distance of 695.28 feet along said fence line to a point; thence N75°00'26"W, a distance of 551.11 feet along said fence line to a point; thence N17°53'39"E, a distance of 529.58 feet along said fence line to a point; thence N00°49'22"E, a distance of 200.93 feet along said fence line to a point; thence N79°59'34"W a distance of 1231.11 feet along said fence line to a point; thence N05°31'02"W, a distance of 547.77 feet along said fence line to a point; thence N49°58'21"E, a distance of 657.86 feet along said fence line to a point; thence N12°43'20"E, a distance of 1001.56 feet along said fence line to a point; thence N00°50'07"E, a distance of 184.05 feet along said fence line to a point; thence N52°03'28"E, a distance of 997.68 feet along said fence line to a point; thence N62°56'22"E, a distance of 778.28 feet along said fence line to a point; thence N26°47'05"W, a distance of 228.52 feet along said fence line to a point; thence N01°32'10"E, a distance of 523.53 feet along said fence line to a point on the south line of the NE $\frac{1}{4}$ of said Section 24; thence N88°44'02"E, a distance of 313.99 feet along said south line to the southwest corner of said E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 24; thence N00°21'28"W, a distance of 2606.93 feet along the west line of said E $\frac{1}{2}$ NE $\frac{1}{4}$ to the northwest corner of said E $\frac{1}{2}$ NE $\frac{1}{4}$; thence N87°16'52"E a distance of 1307.45 feet along the north line of said E $\frac{1}{2}$ NE $\frac{1}{4}$ to the POINT OF BEGINNING.

EXCEPTING THEREFROM that certain Quit Claim Deed conveyed to Dale F. Holder and Suzanne M. Holder recorded July 21, 1993 in Book 359, Page 607.

ALSO

A tract of land lying in the NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 30, the S $\frac{1}{2}$ NW $\frac{1}{4}$ and N $\frac{1}{2}$ SW $\frac{1}{2}$ of Section 29, Sixth Principal Meridian, Township 54 North, Range 83 West, Sheridan County, Wyoming, said tract being more particularly described as follows:

Commencing at the northwest corner of said Section 29; thence S00°11'34"E, 344.08 feet along the east line of said NE $\frac{1}{4}$ to a point on a fence line, said point being the POINT OF BEGINNING of the herein described parcel; thence S72°23'06"W, 1254.81 feet along said fence line to a point; thence S02°48'28"E, 1156.82 feet along said fence line to a point; thence S64°55'54"W, 758.58 feet along said fence line to a point; thence S06°11'23"E 728.38 feet along said fence line to a point; thence S65°57'06"E, 365.98 feet along said fence line to a point; thence S75°06'34"E 345.29 feet along said fence line to a point; thence S48°14'54"E, 322.10 feet along said fence line to a point; thence S70°59'40"E, 217.62 feet along said fence line to a point; thence N83°05'09"E, 347.26 feet along said fence line to a point; thence N60°37'16"E, 218.39 feet along said fence line to a point; thence S78°05'38"E, 787.24 feet along said fence line to a point; thence N33°44'22"E, 267.15 feet along said fence line to a point; thence N86°28'15"E, 1028.12 feet along said fence line to a point; thence S68°29'14"E 632.44 feet along said fence line to a point; thence N75°54'53"E, 127.39 feet along said fence line to a point; thence N03°25'11"W, 86.85 feet along said fence line to the southwest corner of a tract of land described in Book 250 of Deeds, Page 485; thence N03°01'26"W, 746.38 feet along said fence line and west line of said tract to the northwest corner of said tract; thence N89°18'57"E, 97.75 feet along said fence line and the north line of said tract to a point on the westerly right-of-way line of U.S. Highway 87; thence along said westerly right-of-way line through a spiral curve to the right having a chord bearing of N38°12'38"W and chord length of 195.98 feet to a point; thence along said westerly right-of-way line through a curve to the right having a radius 2939.80 feet, a delta of 19°52'38", a length of 1019.89 feet, a chord bearing of N26°48'28"W, and a chord length of 1014.78 feet to a point; thence along said westerly right-of-way line through a spiral curve to the right having a chord bearing of N16°21'52"W, and a chord length of 55.09 feet to the southeast corner of a tract of land described on Book 130 of Deeds, Page 135; thence S54°15'07"W, 869.28 feet along the south line of said tract to the southwest corner of said tract, said point being on the east line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$; thence N00°10'51"W, 10.80 feet along the west line of said tract and east line of said SW $\frac{1}{4}$ NW $\frac{1}{4}$ to a point on a fence line; thence S54°15'12"W, 65.48 feet along said fence line to a point; thence N40°12'27"W, 282.70 feet along said fence line to a point; thence N07°50'52"W, 441.91 feet along said fence line to a point; thence S89°46'37"W, 1029.51 feet along said fence line to a point; thence N00°50'39"E, 972.86 feet along said fence line to the POINT OF BEGINNING.

AND

A tract of land lying the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 29, Township 54 North, Range 83 West, Sheridan County, Wyoming; said tract more particularly described as follows: Commencing at the northwest corner of said Section 29; thence S44°39'20"E 3577.62 feet to the northwest corner of a tract of land described in Book 250 of Deeds, Page 485, said point being the POINT OF BEGINNING of the herein described parcel; thence N89°18'57"E 97.75 feet along the north line of said tract to a point on the westerly right-of-way line of U.S. Highway 87; thence along said westerly right of way through a spiral curve to the left having a chord bearing of S39°15'36"E and

chord length of 12.16 feet to a point on the east line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ thence S00°10'08"E 807.92 feet along said east line to a point; thence S75°54'53"W 65.23 feet to a point on a fence line; thence N03°25'11"W 86.85 feet along said fence line to the southwest corner of said tract described in Book 250 of Deeds, Page 485; thence N03°01'26"W, 746.38 feet along said fence line and the west line of said tract to the POINT OF BEGINNING.

AND

A tract of land lying in the E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 30 and the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 29, Township 54 North, Range 83 West, Sheridan County, Wyoming, said tract more particularly described as follows:

Commencing at the northwest corner of said Section 29; thence S00°11'34"E 344.08 feet along the east line of said E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 30 to the POINT OF BEGINNING of the herein described parcel; thence S00°11'34"E, 961.33 feet along said east line to the northwest corner of said SW $\frac{1}{4}$ NW $\frac{1}{4}$ thence N88°14'48"E 1133.11 feet along the north line of said SW $\frac{1}{4}$ NW $\frac{1}{4}$ to the northwest corner of a tract of land described in Book 1 of Deeds, Page 145; thence S00°10'51"E, 363.00 feet along the west line of said tract to a point; thence S30°19'17"E 262.92 feet along said west line to the southwest corner of said tract; thence N88°14'48"E 41.25 feet along the south line of said tract to the southeast corner of said tract, said point being on the west line of a tract of land described in Book 130 of Deeds, Page 135 and the east line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$; thence S00°10'51"E 68.82 feet along the west line of said tract and east line of said SW $\frac{1}{4}$ NW $\frac{1}{4}$ to a point on a fence line; thence S54°15'12"W, 65.48 feet along said fence line to a point; thence N40°12'27"W, 282.70 feet along said fence line to a point; thence N07°50'52"W, 441.91 feet along said fence line to a point; thence S89°46'37"W, 1029.51 feet along said fence line to a point; thence N00°50'39"E 972.86 feet along said fence line to the POINT OF BEGINNING.

ALSO

A tract of land situated in the SW $\frac{1}{4}$ of Section 29, the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 30 and the N $\frac{1}{2}$ N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 31, Township 54 North, Range 83 West, 6th P.M., Sheridan County, Wyoming; said tract being more particularly described as follows:

BEGINNING at the southwest corner of said Section 29; thence N00°11'34"W, 652.70 feet along the west line of said SW $\frac{1}{4}$ of Section 29 to a point, said point being the southwest corner of the N $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{4}$ of said Section 29; thence N88°36'13"E, 2611.10 feet along the south line of said N $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{4}$ to a point, said point being the southeast corner of said N $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{4}$ thence N00°10'08"W, 1144.19 feet along the east line of said SW $\frac{1}{4}$ to a point, said point lying on a fence line; thence S75°54'53"W, 192.62 feet along said fence line to a point; thence N68°29'14"W, 632.44 feet along said fence line to a point; thence S86°28'15"W, 1028.12 feet along said fence line to a point; thence S33°44'22"W, 267.15 feet along said fence line to a point; thence N78°05'38"W, 787.24 feet along said fence line to a point; thence S60°37'16"W, 218.39 feet along said fence line to a point; thence S83°05'09"W, 347.26 feet along said fence line to a point; thence N70°59'40"W, 217.62 feet along said fence line to a point; thence N48°14'54"W, 322.10 feet along said fence line to a point; thence N75°06'34"W, 190.30 feet along said fence line to a point; thence S00°18'49"W, 2751.27 feet to a point, said point lying on the south line of said N $\frac{1}{2}$ N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 31; thence S89°41'11"E, 1297.93 feet along said south line to a point, said point lying on the east line of said N $\frac{1}{2}$ N $\frac{1}{2}$ NE $\frac{1}{4}$ thence N00°13'27"W, 650.48 feet along said east line to the POINT OF BEGINNING.

ALSO

A tract of land lying in Section 30 and Section 31, Township 54 North, Range 83 West; Section 24 and Section 25, Township 54 North, Range 84 West; 6th Principal Meridian; Sheridan County, Wyoming; said tract being more particularly described as follows:

BEGINNING at the southwest corner of said Section 25; thence N00°19'50"W, 2640.00 feet along the west line of said Section 25 to the west quarter corner of said Section 25, said point lying on the south line of a tract of land described in Book 324 of Deeds, Page 187; thence S69°06'36"E, 364.12 feet along said southerly line described in Book 324 of Deeds, Page 187 to a point; thence N0°13'54"W, 1252.59 feet along the easterly line of a tract of land described in Book 324 of Deeds, Page 187 to a point; thence N27°38'25"E, 473.24 feet along said easterly line described in Book 324 of Deeds, Page 187 to a point; thence N31°10'42"W, 768.43 feet along said easterly line described in Book 324 of Deeds, Page 187 to a point; thence N03°53'28"E, 310.70 feet along said easterly line described in Book 324 of Deeds, Page 187 to a point; thence N08°06'30"E, 1977.87 feet along said easterly line described in Book 324 of Deeds, Page 187 to a point; thence N17°08'21"E, 578.38 feet along said easterly line described in Book 324 of Deeds, Page 187 to a point; thence N34°58'56"E 519.10 feet along said easterly line described in Book 324 of Deeds, Page 187 to a point; thence N23°45'44"E, 416.23 feet along said easterly line described in Book 324 of Deeds, Page 187 to a point; thence S80°46'26"E, 217.38 feet along said easterly line described in Book 324 of Deeds, Page 187 to a point, said point lying on the west line of the E½NW¼ of said Section 24; thence S00°11'00"E, 488.64 feet along said west line of the E½NW¼ to a point, said point being the southwest corner of said E½NW¼ thence N88°44'02"E, 2319.93 feet along the south line of said E½NW¼ and W½NE¼ of said Section 24 to a point, said point lying on the westerly line of a tract of land described in Book 336 of Deeds, Page 20; thence S01°32'10"W, 523.53 feet along said westerly line described in Book 336 of Deeds, Page 20 to a point; thence S26°47'05"E, 228.52 feet along said westerly line described in Book 336 of Deeds, Page 20 to a point; thence S62°56'22"W, 778.28 feet along said westerly line described in Book 336 of Deeds, Page 20 to a point; thence S52°03'28"W, 997.68 feet along said westerly line described in Book 336 of Deeds, Page 20 to a point; thence S00°50'07"W, 184.05 feet along said westerly line described in Book 336 of Deeds, Page 20 to a point; thence S12°43'20"W, 1001.56 feet along said westerly line described in Book 336 of Deeds, Page 20 to a point; thence S49°58'21"W, 657.86 feet along said westerly line described in Book 336 of Deeds, Page 20 to a point; thence S05°31'02"E, 547.77 feet along said westerly line described in Book 336 of Deeds, Page 20 to a point; thence S79°59'34"E, 1231.11 feet along the southerly line of a tract of land described in Book 336 of Deeds, Page 20 to a point; thence S00°49'22"W, 200.93 feet along said southerly line described in Book 336 of Deeds, Page 20 to a point; thence S17°53'39"W, 529.58 feet along said southerly line described in Book 336 of Deeds, Page 20 to a point; thence S75°00'26"E, 551.11 feet along said southerly line described in Book 336 of Deeds, Page 20 to a point; thence S80°07'05"E, 695.28 feet along said southerly line described in Book 336 of Deeds, Page 20 to a point; thence S83°14'20"E, 576.82 feet along said southerly line described in Book 336 of Deeds, Page 20 to a point; thence S66°47'20"E, 845.68 feet along said southerly line described in Book 336 of Deeds, Page 20 to a point; thence S70°04'56"E, 709.33 feet along said southerly line described in Book 336 of Deeds, Page 20 to a point; thence N78°54'39"E, 493.72 feet along said southerly line described in Book 336 of Deeds, Page 20 to a point; thence N76°17'20"E, 481.56 feet along said southerly line described in Book 336 of Deeds, Page 20 to a point; thence N22°52'15"E, 675.51 feet along the easterly line of said tract of land described in Book 336 of Deeds, Page 20 to a point; thence N77°30'40"E, 2376.68 feet along the southerly line of a tract of land described in Book 373 of

Deeds, Page 220 to a point; thence $S02^{\circ}48'28''E$, 1156.82 feet along the westerly line of a tract of land described in Book 352 of Deeds, Page 377 to a point; thence $S64^{\circ}55'54''W$, 758.58 feet along said westerly line described in Book 352 of Deeds, Page 377 to a point; thence $S06^{\circ}11'23''E$, 728.38 feet along said westerly line described in Book 352 of Deeds, Page 377 to a point; thence $S85^{\circ}57'06''E$, 365.98 feet along the southerly line of said tract of land described in Book 352 of Deeds, Page 377 to a point; thence $S75^{\circ}06'34''E$, 154.99 feet along said southerly line described in Book 352 of Deeds, Page 377 to a point; thence $S00^{\circ}18'49''W$, 2751.27 feet along the west line of a tract of land described in Book 391 of Deeds, Page 642 to a point, said point lying on the south line of the $N\frac{1}{2}N\frac{1}{2}NE\frac{1}{4}$ of said Section 31; thence $N89^{\circ}41'11''W$, 1339.89 feet along said south line of the $N\frac{1}{2}N\frac{1}{2}NE\frac{1}{4}$ and the northerly line of a tract of land described in Book 387 of Deeds, Page 91 to a point, said point lying on the west line of the $NE\frac{1}{4}$ of said Section 31; thence $S00^{\circ}42'30''E$, 1964.67 feet along said west line of the $NE\frac{1}{4}$ and said westerly line of said tract described in Book 387 of Deeds, Page 91 to a point; thence $S89^{\circ}58'12''E$, 2621.14 feet along the south line of said $NE\frac{1}{4}$ and said westerly line described in Book 387 of Deeds, Page 91 to a point, said point being the east quarter corner of said Section 31; thence $S00^{\circ}46'49''E$, 2330.93 feet along the east line of said Section 31 to a point, said point being $N00^{\circ}46'49''W$, 249.59 feet from the southeast corner of said Section 31; thence $S89^{\circ}37'29''W$, 5258.41 feet to a point, said point lying on the west line of said Section 31 and being $N00^{\circ}31'08''W$ 249.70 feet from the southwest corner of said Section 31; thence $N00^{\circ}31'08''W$, 2368.00 feet along the west line of said Section 31 to a point, said point being the west quarter corner of said Section 31; thence $N00^{\circ}28'24''W$, 2636.69 feet along said west line of Section 31 to a point, said point being the southeast corner of said Section 25; thence $N73^{\circ}42'42''W$, 2777.16 feet along the south line of said Section 25 to a point, said point being the south quarter corner of said Section 25; thence $S89^{\circ}46'29''W$, 2651.14 feet along said south line of Section 25 to the POINT OF BEGINNING of said tract.

ALSO

Township 54 North, Range 83 West, 6th P.M., Sheridan County

Section 19: $SW\frac{1}{4}NE\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$, $S\frac{1}{2}SE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$

That portion of the $NW\frac{1}{4}NE\frac{1}{4}$, $NW\frac{1}{4}$ and the $W\frac{1}{2}SW\frac{1}{4}$ of Section 19, T54N, R83W, 6th P.M., Sheridan County, WY; lying east of the following described fence line, said fence line more particularly described as follows:

COMMENCING at the north quarter corner of said Section 19; thence $S88^{\circ}13'48''E$ a distance of 650.54 feet along the north line of said Section 19 to the POINT OF BEGINNING of said fence line; thence $S20^{\circ}26'04''W$, a distance of 233.37 feet along said fence line to a point; thence $S18^{\circ}24'29''E$, a distance of 136.90 feet along said fence line to a point; thence $S55^{\circ}12'06''E$, a distance of 24.29 feet along said fence line to a point; thence $S32^{\circ}16'21''W$, a distance of 47.68 feet along said fence line to a point; thence $S07^{\circ}41'20''W$, a distance of 89.32 feet along said fence line to a point; thence $S89^{\circ}22'13''W$, a distance of 387.07 feet along said fence line to a point; thence through a curve to the left having a delta of $41^{\circ}30'47''$, a radius of 218.13 feet, a length of 158.06 feet, a chord bearing of $S33^{\circ}35'14''W$ and a chord length of 154.61 feet along said fence line to a point; thence $S50^{\circ}49'36''W$, a distance of 284.69 feet along said fence line to a point; thence $S52^{\circ}54'21''W$, a distance of 358.74 feet along said fence line to a point; thence $S57^{\circ}29'55''W$, a distance of 360.16 feet along said fence line to a point; thence $S65^{\circ}49'39''W$, a distance of 698.42 feet along said fence line to a point; thence $S41^{\circ}06'35''W$, a distance of 654.69 feet along said fence line to a point; thence $S36^{\circ}21'15''W$, a distance of 82.53

feet along said fence line to a point; thence $S40^{\circ}24'53''E$, a distance of 486.12 feet along said fence line to a point; thence $S02^{\circ}24'23''E$, a distance of 2192.53 feet along said fence line to a point; thence $S17^{\circ}17'04''W$, a distance of 488.43 feet along said fence line to a point; thence $S28^{\circ}20'49''E$, a distance of 243.34 feet along said fence line to a point, said point lying on the south line of said Section 19 and being $N89^{\circ}08'25''W$, 4101.88 feet from the southeast corner of said Section 19.

AND

A tract of land situated in the $N\frac{1}{2}NE\frac{1}{4}$ and $N\frac{1}{2}NW\frac{1}{4}$ of said Section 30, T54N, R83W, 6th P.M., Sheridan County, WY; said tract being more particularly described as follows:

COMMENCING at the northeast corner of said Section 30; thence $S00^{\circ}11'34''E$, 344.08 feet along the east line of said $N\frac{1}{2}NE\frac{1}{4}$ to a point, said point lying on a fence line; thence $S72^{\circ}23'06''W$, 1254.81 feet along said fence line to a point; thence, leaving said fence line, $S70^{\circ}30'40''W$, 2376.68 feet to a point, said point lying on a fence line; thence $N08^{\circ}53'12''W$, a distance of 303.30 feet along said fence line to a point; thence $N28^{\circ}20'49''W$, a distance of 1135.85 feet along said fence line to a point, said point lying on the north line of said Section 30; thence $S89^{\circ}08'25''E$, 4101.88 feet to the POINT OF BEGINNING, said point being the northeast corner of Section 30.

ALSO

Township 54 North, Range 83 West, 6 P.M. Sheridan County, Wyoming

Section 29: That portion of the $SE\frac{1}{4}$ lying southwest of the westerly right of way of U.S. Highway 87, except that portion previously conveyed by Warranty Deed recorded in Book 250 of Deeds, Page 485.

ALSO

Township 54 North, Range 83 West, 6 P.M., Sheridan County, Wyoming

Section 31: $S\frac{1}{2}NE\frac{1}{4}$, $S\frac{1}{2}N\frac{1}{2}SE\frac{1}{4}$

EXCEPTING FROM THE ABOVE DESCRIBED PARCELS:

A tract of land situated in the $W\frac{1}{2}NE\frac{1}{4}$ and $W\frac{1}{2}$ of Section 19, $NW\frac{1}{4}NW\frac{1}{4}$ of Section 30, Township 54 North, Range 83 West; $SE\frac{1}{4}$ and $SE\frac{1}{4}SW\frac{1}{4}$ of Section 24, $NE\frac{1}{4}$ of Section 25, Township 54 North, Range 84 West, 6th P.M. Sheridan County, Wyoming, said tract of land being more particularly described as follows:

BEGINNING at the north quarter corner of said Section 19 (Monumented with a $3\frac{1}{4}''$ Aluminum Cap per PLS 2615), said point lying on the northerly line of a tract of land described in Book 336 of Deeds, Page 20; thence $S56^{\circ}00'21''W$, 185.57 feet to a point; thence $S37^{\circ}49'06''W$, 530.39 feet to a point; thence $N89^{\circ}30'49''E$, 897.40 feet to a point, said point lying on the easterly line of said tract and lying on a fence line; thence $S14^{\circ}07'17''E$, 20.05 feet along said fence line to a point; thence $S20^{\circ}38'52''W$, 1028.00 feet along said fence line to a point; thence $S01^{\circ}08'02''W$, 317.97 feet along said fence line to a point; thence $S44^{\circ}34'05''W$, 362.63 feet along said fence line to a point; thence $S66^{\circ}28'01''W$, 27.39 feet along said fence line to a point; thence $S51^{\circ}17'31''W$, 133.40 feet along said fence line to a point; thence $S47^{\circ}13'36''W$, 750.79 feet along said fence line to a point; thence $S40^{\circ}10'27''W$, 750.20 feet along

62

said fence line to a point; thence S85°49'52"W, 89.86 feet along said fence line to a point; thence S02°20'24"E, 1384.85 feet along said fence line to a point, said point lying on the easterly line of said tract described in Book 336 of Deeds, Page 20; thence S17°17'00"W, 488.28 feet along said easterly line and said fence line to a point; thence, leaving said easterly line and said fence line, S42°56'47"W, 1326.26 feet to a point; thence S32°22'07"W, 1163.16 feet to a point, said point lying on the southerly line of said tract and a fence line; thence N66°58'43"W, 468.00 feet along said fence line to a point, said point lying on the southerly line of said tract described in Book 336 of Deeds, Page 20; thence N83°14'18"W, 576.80 feet along said southerly line and said fence line to a point; thence N80°07'19"W, 695.36 feet along said southerly line and said fence line to a point; thence, leaving said southerly line and said fence line, N03°13'59"W, 808.10 feet to a point, said point lying on a fence line; thence N37°06'22"E, 389.80 feet along said fence line to a point; thence N51°20'27"E, 331.87 feet along said fence line to a point; thence, leaving said fence line N44°10'56"W, 161.07 feet to a point; thence N02°02'47"E, 134.06 feet to a point; thence N00°49'40"E, 84.72 feet to a point; thence N55°18'58"W, 79.11 feet to a point; thence N35°24'37"W 95.36 feet to a point; thence N57°50'26"W, 384.63 feet to a point; thence N44°10'56"W, 166.59 feet to a point; thence N27°18'03"E, 465.87 feet to a point, said point lying on a fence line; thence N81°40'11"W, 62.23 feet along said fence line to a point; thence S74°57'20"W, 1039.49 feet along said fence line to a point; thence N12°21'02"E, 764.81 feet along said fence line to a point, said point lying on the westerly line of said tract described in Book 336 of Deeds, Page 20; thence N00°50'17"E, 183.91 feet along said westerly line and said fence line to a point; thence N52°12'43"E, 651.79 feet along said fence line to a point; thence S39°31'34"E, 238.82 feet along said fence line to a point; thence S65°36'04"E, 173.31 feet along said fence line to a point; thence N26°52'41"E, 26.12 feet along said fence line to a point; thence S68°31'44"E, 730.68 feet along said fence line to a point; thence, leaving said fence line N54°12'08"E, 1809.35 feet to a point, said point lying on a fence line; thence N40°44'34"E, 1189.72 feet along said fence line to a point; thence, leaving said fence line N06°08'27"E, 403.66 feet to a point; thence N42°43'44"E, 535.89 feet to a point, said point lying on a fence line; thence N01°52'31"W, 1348.72 feet along said fence line to a point, said point lying on the north line of said W½ of Section 19 and said northerly line of said tract described in Book 336 of Deeds, Page 20; thence S71°54'35"E, 1619.07 feet along said northerly line of said tract and said north line of said W½ of Section 19 to the POINT OF BEGINNING of said tract.

TOGETHER WITH an access easement for ingress and egress along the following described roadway:

A road easement forty (40) feet wide, being twenty (20) feet each side of the following described centerline situated in the NW¼NE¼ of Section 19, Township 54 North, Range 83 West, Sheridan County, Wyoming; said centerline (Book 446 of Deeds, Page 363) being more particularly described as follows:

Commencing at the north quarter corner of said Section 19, thence S72°00'26"E, 294.20 feet to the POINT OF BEGINNING of said easement, said point lying on the centerline of Bird Farm Road (AKA as County Road No. 28); thence S17°30'28"W, 27.20 feet along the centerline of said easement to a point; thence S06°35'32"W, 395.67 feet along said centerline to a point; thence, through a curve to the right having a radius of 190.99 feet, a central angle of 02°05'07", an arc length of 6.95 feet, a chord bearing of S07°38'06"W, and a chord length of 6.95 feet to the POINT OF TERMINUS of said easement, said point being N23°33'17"W, 563.73 feet from said north quarter corner of said Section 19.

Said easement being 429.82 feet in length.

Together with all water and water rights, livestock watering systems and livestock tanks, ditches, and ditch rights used thereon or appurtenant to the above-described lands, including, but not limited to, the following:

- (1) All rights, shares, and interest owned by Mortgagor in Mead Creek Ditch Company Irrigation District;
- (2) All rights, shares, and interest owned by Mortgagor in Mead Creek Ditch Company; and
- (3) The following water rights:

<u>Proof No.</u>	<u>Permit No.</u>	<u>Priority Date</u>	<u>Source/Ditch/Facility</u>
2351	44	1891	Piney & Cruse 2 nd App
2261	17	5/7/1884	Mead Creek - Coffeen Ditch
2263	17	5/7/1884	Mead Creek - Coffeen Ditch
2261	Terr.	5/7/1884	Mead Creek - Coffeen Ditch
2263	Terr.	5/7/1884	Mead Creek - Coffeen Ditch
7132	891E	11/20/1908	Mead & Coffeen Enlg.
12307	8730	8/5/1908	Hanes Ditch
12308	8731	8/5/1908	Parker Ditch
24201	5358 Enlg.	5/2/1942	Mead-Coffeen Enlg.