

MORTGAGE

THIS MORTGAGE is made this 18 day of SEPTEMBER,
19 98, between RICKEY J. AND CARLA R CASWELL as
Mortgagor of SHERIDAN, County of _____,
State of WYOMING, and the Mortgagee,
COMMUNITY FIRST NATIONAL BANK,
a corporation organized and existing under the laws of STATE OF WYOMING
whose address is 2 NORTH MAIN ST SHERIDAN, WYOMING 82801
(herein "Mortgagee").

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of 57,327.53 Dollars
(\$ 57,327.53) with interest as evidenced by Mortgagor's note dated SEPTEMBER 18, 1998 and all extensions,
renewals and modifications thereof (herein "Note"), providing for payment of principal and interest;

TO SECURE to Mortgagee (a) 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 Mortgagor herein contained, and (b) the repayment of any future advances, with interest thereon,
made to Mortgagor by Mortgagee pursuant to paragraph 12 hereof (herein "Future Advances"), Mortgagor does hereby mortgage,
grant and convey to Mortgagee, with power of sale, the following described property located in the County
of SHERIDAN, State of Wyoming:

SEE ATTACHED EXHIBIT "A"

including all buildings and improvements thereon (or that may hereafter be erected thereon); together with hereditaments and ap-
purtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions,
remainder and remainders, rents, issues, and profits thereof, and all plumbing, heating and lighting fixtures and equipment now or
hereafter attached to or used in connection with said premises.

The Mortgagor hereby relinquishes and waives all rights under and by virtue of the homestead laws of the State of Wyoming and
covenants and agrees that it is lawfully seized of said premises, that they are free from all encumbrances, and hereby covenants to
warrant and defend the title of said premises against the lawful claims of all persons whomsoever.

And the Mortgagor covenants and agrees with the Mortgagee as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount
equal to one or more monthly payments on the principal that are next due on the note, on any interest paying date prior to maturity.
2. That the Mortgagor will pay all ground rents, taxes, assessments, water rents and other governmental or municipal charges, or
other lawful charges and will promptly deliver the official receipts therefor to the said Mortgagee. In default thereof the Mortgagee
may pay the same, and all sums so paid shall be added to and considered a part of the above indebtedness hereby secured, and shall
draw interest at the same rate.

In order more fully to protect the security of this Mortgage, at the option of the Mortgagee, the Mortgagor, together with, and in
addition to, the monthly installments of principal and interest payable under the terms of the note secured hereby, on the first day of
each month until the said note is fully paid, will pay to the Mortgagee:

- (a) A sum equal to the ground rents, if any, and the taxes and assessments next due on the premises
covered by this Mortgage, plus the premiums that will next become due and payable on policies of fire
and other insurance on the premises covered hereby (all as estimated by the Mortgagee, and of which the
Mortgagor is notified), less all sums already paid therefor divided by the number of months to elapse
before one month prior to the date when such ground rents, premiums, taxes, and assessments will
become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, tax-
es, and assessments, before the same become delinquent.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note
secured hereby, shall be paid in a single payment each month, to be applied to the following items in the
order stated:

- (i) ground rents, taxes, assessments, fire and other insurance premiums;
- (ii) interest on the indebtedness secured hereby; and
- (iii) amortization of the principal of said indebtedness.

The Mortgagee may hold such sums without interest and use the same to pay the premiums, ground rents, taxes, and assessments,
refunding any excess to the Mortgagors or crediting the Mortgagors with the same; but if the amounts paid monthly shall be insuf-
ficient to pay the premiums, ground rents, taxes and assessments when due, then the Mortgagors shall pay the deficiency to the
Mortgagee on demand. Mortgagee reserves the right to apply all sums as provided for in this paragraph to payment of any amount
due and otherwise unpaid on the Mortgage note and this Mortgage. Mortgagee has the option to waive the requirement of paying

in addition to the monthly installments of principal and interest payable under the terms of the note secured hereby such as provided for in this paragraph, but the granting of this option howsoever often shall not constitute a waiver of the right to the enforcement of the requirements of this paragraph upon notice to the Mortgagor.

That nothing shall be done on or in connection with said property which may impair the Mortgagee's security hereunder; the Mortgagor will commit, permit or suffer no waste, impairment or deterioration of said property nor any part thereof, and said property shall be continuously maintained in good and sightly order, repair and condition by the Mortgagor at his expense.

4. That he will keep the improvements now existing or hereinafter erected on the said premises, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss he will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee, jointly and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

5. That in case the Mortgagor defaults in the payment of ground rents, if any, taxes, assessments, water, or other governmental or municipal charges, or other lawful charges, as herein provided, the Mortgagee may without notice or demand pay the same and in case of any failure on the part of the Mortgagor to comply with the covenants of Paragraph 3 hereof, the Mortgagee may effect such repairs as it may reasonably deem necessary to protect the property, at the expense of the Mortgagor. The Mortgagor covenants and agrees to repay such sums so paid and all expenses so incurred by the Mortgagee, with interest thereon from the date of payment, at the same rate as provided in the note herein described, and the same shall be a lien on the said premises and be secured by the said note and by these presents and in default of making such repayments, the whole amount hereby secured, if not then due, shall, if the said Mortgagee so elects, become due and payable forthwith, anything herein contained to the contrary notwithstanding.

6. That in the event the property covered hereby is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness secured hereby, the Mortgagor binds himself personally to pay the unpaid balance, and the Mortgagee will be entitled to a deficiency judgement.

7. That Mortgagor represents, warrants, covenants and agrees as follows:

(a) Mortgagor is not aware of any Hazardous Substance installed, stored, disposed of or otherwise located on or in the property.

(b) Mortgagor shall not allow any Hazardous Substance to be brought onto, installed, used, stored, treated, disposed of, or transported over the property without prior written consent from Mortgagee.

(c) All activities and conditions on the property are currently in compliance with any applicable law and all activities and conditions on the property shall at all times comply with any applicable law.

(d) Five days after receipt or completion of any report, citation, or, other written or oral communication concerning the property from any government agency empowered to enforce, investigate, or oversee compliance with any applicable law, Mortgagor shall notify Mortgagee in writing of the contents of such communication, and shall provide Mortgagee with a copy of all relevant documents.

(e) Notwithstanding any other provision of this Mortgage, upon discovery of any Hazardous Substance on or in the property, Mortgagor shall immediately notify Mortgagee thereof. Mortgagor shall immediately take all actions necessary (i) to comply with laws requiring notification of government agencies concerning such Hazardous Substance, (ii) to remedy or correct the condition, and (iii) to remove from the property all such Hazardous Substances. Mortgagor shall handle and dispose of such substances in accordance with any applicable law. Mortgagor shall take any and all actions necessary to obtain reimbursement or compensation from persons responsible for the presence of any Hazardous Substance on the site. Mortgagee shall be subrogated to Mortgagor's rights in all such claims.

(f) Mortgagor agrees to indemnify Mortgagee, defend with counsel acceptable to Mortgagee, and hold Mortgagee harmless from and against any claims, legal and administrative proceedings, judgements, damages, punitive damages, penalties, fines, costs, liabilities, interest or losses, attorneys' fees, consultant fees, and expert fees and other expenses that arise directly or indirectly from or in connection with the presence, suspected presence, release or suspected release of any Hazardous Substance whether into the air, soil, surface water or groundwater at the property, or any other violation of any applicable law whether by negligent or intentional activities of Mortgagor or any third party; or any breach of the foregoing representations and covenants. The indemnities described above specifically include, but are not limited to, the direct obligation of Mortgagor to promptly perform any remedial or other activities required, ordered or recommended by any administrative agency, government official, or third party, or otherwise necessary to avoid injury or liability to any person or property, or to prevent the spread of any pollution or Hazardous Substance.

(g) Mortgagee shall have the right to enter and inspect the condition of the property at any time and to conduct, or to designate a representative to conduct such inspection, testing, environmental audit or other procedures which Mortgagee believes are necessary to determine current compliance with the covenants and representations contained herein.

(h) Nothing contained in this Mortgage shall obligate Mortgagee to take any action with respect to the property or to take any action against any person with respect to such substances, condition or activity.

(i) The term "Hazardous Substance" as used herein shall mean any substance which at any time shall be listed as "hazardous," "toxic" or "carcinogenic" in any applicable law or regulation implementing such applicable law including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Sections 9601 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. Sections 6901 et seq.; and the Atomic Energy Act of 1954 as amended, 42 U.S.C. Sections 3011, et seq.

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Upon occurrence, with respect to any Mortgagor, Assignee, maker, endorser or guarantor hereof, of any of the following:

Calling a meeting of creditors; application for, or appointment of, a receiver of any of them or their property; filing of a voluntary or involuntary petition under any of the provisions of the Bankruptcy Act or amendments thereto; issuance of a warrant or attachment; entry of a judgment; failure to pay, collect or remit any tax or tax deficiency, Federal, State or local, when assessed or due; death dissolution; making, or sending notice of an intended bulk sale; mortgage or pledge of any property; suspension or liquidation of their usual business; failure, after demand, to furnish financial information or to permit inspection of any books or records; default in payment or performance of this note or any other obligation to, or acquired in any manner by payee, or if the condition or affairs of any of them shall change as in the opinion of the Mortgagee or other legal holder thereof, shall increase its credit risk—this note and all other obligations, direct or contingent, of any maker or endorser hereof to payee shall become due and payable immediately without notice or demand.

That in case default shall be made in payment, when due, of the indebtedness hereby secured, or of any installment thereof, or any part thereof, or in case of breach of any covenant or agreement herein contained, the whole of the then indebtedness secured hereby, inclusive of principal, interest, arrearages, ground rents, if any, taxes, assessments, water charges, expenditures for repairs or maintenance, together with all other sums payable pursuant to the provisions hereof, shall become immediately due and payable, at the option of the Mortgagee, although the period above limited for the payment thereof may not have expired, anything hereinbefore or in said Note contained to the contrary notwithstanding, and any failure to exercise said option shall not constitute waiver of the right to exercise the same at any other time, and it shall be lawful for the Mortgagee to proceed to enforce the provisions of this Mortgage either by suit at law or in equity, as it may elect, or to foreclose this Mortgage by advertisement and sale of the above-described premises, at public vendue, for cash, according to Wyoming statutes governing mortgage foreclosures, and cause to be executed and delivered to the purchaser or purchasers at any such sale a good and sufficient deed or deeds of conveyance of the property so sold and to apply the net proceeds arising from such sale first to the payment of the costs and expenses of such foreclosure and sale and in payment of all moneys expended or advanced by the Mortgagee pursuant to the provisions of Paragraph 5 hereof, and then to the payment of the balance due on account of the principal indebtedness secured hereby, together with interest thereon and the surplus, if any, shall be paid by the Mortgagee on demand, to the Mortgagor. There shall be included in any of all such proceedings, a reasonable attorney's fee. In case the Mortgagee shall fail promptly to foreclose upon the happening of any default, it shall not thereby be prejudiced in its right of foreclosure at any time thereafter during which such default shall continue and shall not be prejudiced in its foreclosure rights in case of further default or defaults.

9. That in case of any default whereby the right of foreclosure occurs hereunder, the Mortgagee shall at once become entitled to exclusive possession, use, and enjoyment of all property aforesaid, and to all rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, if any there be, and such possession, rents, issues and profits shall at once be delivered to the Mortgagee on request, and on refusal, the delivery of such possession, rents, issues, and profits may be enforced by the Mortgagee by any appropriate civil suit or proceeding, including action or actions in ejectment, or forcible entry, or unlawful detainer, and the Mortgagee shall be entitled to a Receiver for said property and all rents, issues, and profits thereof, after any such default, including the time covered by foreclosure proceedings and the period of redemption, if any there be, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the Mortgagor, or the then owner of said property, and without regard to the value of said property, or the sufficiency thereof to discharge the mortgage debt and foreclosure costs, fees, and expense, and such Receiver may be appointed by any court of competent jurisdiction upon ex parte application, and without notice (notice being hereby expressly waived and the appointment of any such Receiver on any such application without notice being hereby consented to by the Mortgagor on the Mortgagor's own behalf), and all rents, issues, and profits, income and revenue of said property shall be applied by such Receiver, according to law and the orders and directions of the court.

10. That this Mortgage shall become due and payable in full forthwith at the option of the Mortgagee if the Mortgagor, his executors, administrators or assigns convey away said premises or if title thereto shall become vested in any person or persons in any manner whatsoever, and the acceptance of any monthly payments by the Mortgagee shall not constitute a waiver of the option herein contained.

11. That no failure by the Mortgagee or any legal holder hereof to enforce any right set forth herein nor the granting of any extension of time nor taking of additional security, nor partial release of security of the making of future advances, shall act to constitute a waiver of the right to enforce any and all remedies provided herein nor shall it act to discharge or release the collateral.

12. That upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby.

13. That the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

And the said _____

_____, spouse of the said _____, upon the consideration aforesaid, does hereby release and forever quit-claim unto the Mortgagee all his/her rights of homestead in and to the above granted premises.

IN WITNESS WHEREOF, the Mortgagor(s) ha^s hereunto set their
hand(s) this 18 day of JULY, 19X 2000

In the presence of:

X Richey J. Caswell
X Carla B. Caswell

STATE OF WYOMING }

SS

COUNTY OF

On this 18 day of July, Richey J and Carla B Caswell, 192000
before me personally appeared _____
to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the
same as _____ free act and deed, including the release and waiver of the right of homestead, the said spouse having been by me
fully apprised of his/her right and the effect of signing and acknowledging the said instrument.

Given under my hand and seal this 18 day of July, 192000

Brenda J. Torrens
Notary Public

(SEAL)

My Commission Expires:

6-28-2003

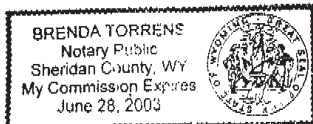


EXHIBIT "A"

A tract of land situated in the NE1/4NE1/4 of Section 15 and E1/2SE1/4 of Section 10, T57N, R83W, of the 6th P.M., Sheridan County, Wyoming, described as follows:

Beginning at a point, said point being N20°55'58"W, a distance of 1312.70 feet from the SE corner of NE1/4NE1/4 of Section 15, T57N, R83W; thence North a distance of 819.13 feet to center line of Taylor Road; thence along center line of Taylor Road, thence N58°48'54"W, a distance of 371.04 feet; thence N48°41'37"W, a distance of 221.65 feet; thence N20°03'58"W, a distance of 234.62 feet; thence N30°53'16"W, a distance of 126.59 feet, thence N55°02'27"W, a distance of 165.19 feet; thence N64°21'15"W, a distance of 140.32 feet; thence S0°29'38"W, a distance of 1553.46 feet; thence S0°45'39"E, a distance of 107.98 feet; thence East a distance of 903.22 feet to the point of beginning.

ALSO

A tract of land situated in the NE1/4NE1/4 of Section 15 and E1/2SE1/4 of Section 10, T57N, R83W, of the 6th P.M., Sheridan County, Wyoming, described as follows:

Beginning at a point which bears N20°55'58"W, a distance of 1312.70 feet from the Southeast corner of the NE1/4NE1/4 of said Section 15; thence West a distance of 878.22 feet; thence S0°45'39"E, a distance of 11.66 feet; thence East a distance of 878.07 feet; thence North a distance of 11.66 feet to the point of beginning.

EXCEPTING a tract of land situated in the SE1/4SE1/4 of Section 10 and the NE1/4NE1/4 of Section 15, T57N, R83W, of the 6th P.M., Sheridan County, Wyoming, described as follows:

Beginning at a point which bears N47°41'44"W, a distance of 1821.6 feet from the Southeast corner of the NE1/4NE1/4 of said Section 15; thence West a distance of 25.00 feet; thence N0°45'39"W, a distance of 107.98 feet; thence N0°29'38"E, a distance of 301.55 feet; thence S89°30'22"E, a distance of 25.00 feet; thence S0°29'38"W, a distance of 301.17 feet; thence S0°45'39"E, a distance of 108.14 feet to the point of beginning.