



**MORTGAGE EFFECTIVE JULY 31, 2015
SHERIDAN COUNTY**

MORTGAGE AND SECURITY INSTRUMENT

The Parties to this Mortgage and Security Instrument are Tobester Properties, LLC, a Wyoming limited liability company, with a mailing address of P.O. Box 6577, Sheridan, Wyoming 82801, hereinafter referred to as the **"Mortgagor"**, and Steven A. Tobi and Patricia K. Tobi, M.D., as husband and wife, tenants by the entirety, with rights of survivorship, of 24 Walt Drive, Sheridan, Wyoming, 82801, hereinafter referred to as the **"Mortgagees"**. The following shall constitute the definitions as provided for within this Agreement:

A. **"Security Agreement"** means this document which has an Effective Date of the 31st day of July, 2015, together with all amendments to this document.

B. **"Mortgagor"** is Tobester Properties, LLC, a Wyoming limited liability company.

C. **"Mortgagees"** are Steven A. Tobi and Patricia K. Tobi, M.D., as husband and wife, tenants by the entirety, with rights of survivorship.

D. **"Note"** means the Promissory Note signed by the Mortgagor and Mortgagees dated effective the 31st day of July, 2015. The Note provides that the Mortgagor owes to the Mortgagees the principal sum of seventy-two thousand, nine hundred and seventy-nine dollars and seventy-six cents (\$72,979.76) as of July 31, 2015, plus accruing interest at the rate of three percent (3%) per annum, compounded annually. The Mortgagor has promised to pay this debt, in full, including unpaid principal and interest, upon demand.

E. **"Property"** means the real property and improvements that are described below under the heading "Transfer Of Rights In The Property".

F. **"Loan"** means the debt evidenced by the Promissory Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument and Mortgage, plus interest.

G. **"Applicable Law"** means the laws of the State of Wyoming and all applicable federal, state, and local statutes, regulations, ordinances, and administrative rules and orders that have the effect of law, as well as all applicable final, non-appealable judicial opinions.

H. **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverage described in Section 4) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.



I. “Periodic Payment” means the regularly scheduled amount due for the principal and interest under the Promissory Note.

J. “Successor In Interest Of Mortgagor” means any party that has taken title to the Property, whether or not that party has assumed Mortgagor’s obligations under the Promissory Note and/or this Security Instrument and Mortgage.

Transfer Of Rights In The Property

This Security Instrument and Mortgage secures to Mortgagees: (i) the payment of all renewals, extensions, and modifications of the Promissory Note; and (ii) the performance of Mortgagor’s covenants and agreements under this Security Instrument and Mortgage and the Promissory Note. For this purpose, Mortgagor does hereby mortgage, grant, and convey to Mortgagees and Mortgagees’ successors and assigns, with power of sale, the following described real property and improvements located in the City of Sheridan, County of Sheridan, State of Wyoming to wit:

Parcel 1.

A tract of land situated in the NW1/4NW1/4 of Section 14, Township 55 North, Range 84 West of the 6th P.M., Sheridan County, Wyoming, described as follows, to-wit: Beginning at a point which is West 30 feet and South 449 feet from the Northeast corner of the NW1/4NW1/4 of said Section 14; thence South 56 feet, thence West 28 feet, thence South 18 feet, thence West 227 1/2 feet, thence North 74 feet and thence East 255 1/2 feet, more or less to the point of beginning, with a common street address of 4700 Coffeen Avenue, Sheridan, Wyoming.

Parcel 2.

Lots 1, 2 and 3, and that part of Lot 7 lying north of a line commencing at the southeasterly corner of said Lot 3 and running thence due west to Sumner Street, all in Block 10, of South Park Addition to the City of Sheridan, with a common street address of 220 Coffeen Avenue, Sheridan, Wyoming.

Parcel 3.

Lot 6 and the North Half of Lot 7, Block 8 of Kilbourne Addition to the City of Sheridan, Sheridan County, Wyoming, with a common street address of 425 Brooks Street, Sheridan, Wyoming 82801.

together with all improvements now or hereinafter erected on the Property and all easements, appurtenances, and fixtures, now or hereafter a part of the Property. All replacements and additions shall be covered by this Security Instrument and Mortgage. All of the foregoing is referred to in this instrument as the “**Property**”.



Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed, and have 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 any encumbrances of record.

Mortgagor and Mortgagees covenant and agree as follows:

1. **Payment of Principal, Interest, and Late Charges.** Mortgagor shall pay when due the principal of, and interest on, the debt evidenced by the Promissory Note and any late charges due under the Promissory Note. Payments due under the Promissory Note and this Security Instrument and Mortgage shall be made in U.S. currency to the Mortgagees as provided for herein.

Payments are deemed received by the Mortgagees when received at the location designated in the Promissory Note or at such other locations as may be designated by Mortgagees in accordance with the Notice provisions of Section 9 herein. Mortgagees may return any payment or partial payment if the payment or partial payments are insufficient to bring the loan current. Mortgagees may accept payment or partial payment insufficient to bring the loan current, without waiver of any rights hereunder or prejudice to their rights to refuse such payments or partial payments in the future, but Mortgagees are not obligated to apply such payments at the time such payments are accepted. If each periodic payment is applied as of its scheduled due date, then Mortgagees need not pay interest on unapplied funds. Mortgagees may hold such unapplied funds until Mortgagor makes payment to bring the loan current. If Mortgagor does not do so within a reasonable period of time, Mortgagees shall either apply such funds or return them to Mortgagor. If not applied earlier, such funds will be applied to the outstanding principal balance under the Promissory Note immediately prior to foreclosure. No offset or claim which Mortgagor may have now or in the future against Mortgagees shall relieve Mortgagor from making any payments due under the Promissory Note and this Security Instrument/Mortgage and/or performing the covenants and agreements secured by this Security Agreement/ Mortgage.

2. **Application of Payment or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Mortgagees shall be applied in the following order or priority: (a) interest due under the Note; (b) principal due under the Note; and (c) amounts due for any late payments. Such payments shall be applied to each periodic payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note. If Mortgagees receive a payment from Mortgagor for a delinquent periodic payment which includes a sufficient amount to pay any late charges due, the payment may be applied to the delinquent payment and the late charge. If more than one periodic payment is outstanding, Mortgagees may apply any payment received from Mortgagor to the repayment of the periodic payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more periodic payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied as described in the Promissory Note. Any application of payments, insurance proceeds,



or miscellaneous proceeds to principal due under the Promissory Note shall not extend or postpone the due date or change the amount of the periodic payments.

3. **Taxes, Assessments, Charges, and Liens.** Mortgagor shall pay all taxes, assessments, charges, and impositions attributable to the Property which can attain priority over this Security Instrument, if any, and any property association dues, fees, and assessments, if any.

Mortgagor shall promptly discharge any lien which has priority over this Security Instrument unless Mortgagor: (a) agrees in writing to the payment of the obligations secured by the lien in the manner acceptable to Mortgagees, but only so long as Mortgagor is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in legal proceedings which Mortgagees' opinion operates to prevent the enforcement of the lien if all of those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien and agreement satisfactory to Mortgagees subordinating the lien to this Security Instrument. If Mortgagees determine that any part of the Property is subject to a lien which can attain priority over this Security Instrument, the Mortgagees may give Mortgagor a notice identifying the lien. Within ten (10) days of the date in which the notice is given, Mortgagor shall satisfy the lien or take one or more of the actions as set forth above in this Section 3.

4. **Property Insurance.** Mortgagor shall keep the Property and improvements now existing or hereinafter erected on the Property insured against lost by fire, hazards including within the term "extended coverage", and any other hazards including but not limited to earth quakes, wind, fire, hail, floods, and any other hazards for which the Mortgagees require insurance. This insurance shall be maintained in the amounts, including deductible levels, for the period of the term of this loan and for at least the sum of seventy-two thousand, nine hundred and seventy-nine dollars and seventy-six cents (\$72,979.76). Mortgagor shall be responsible for the purchase of all insurance policies and any costs to place into effect such policies of insurance, including flood determination, certifications, and other charges which may be necessary to place into effect all such policies of insurance.

If Mortgagor fails to maintain any coverage as described above, Mortgagees may obtain insurance coverage at Mortgagees' option and Mortgagor's expense. Mortgagees are under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Mortgagees, but may not provide coverage for Mortgagor or his or her equity in the Property. Any amounts paid by Mortgagees for the purchase of such insurance under this Section 4 shall become an additional debt of Mortgagor secured by this Security Instrument. These amounts shall bear interest at the rate established by the Promissory Note from the date of disbursement and payment, and shall be payable, with such interest upon notice from Mortgagees to Mortgagor requesting payment.

All insurance policies required by Mortgagees and renewals of such policies shall be subject to Mortgagees' right to disapprove such policies, shall include a standard mortgage clause, and shall name Mortgagees as Mortgagees and/or as an additional loss payee. Mortgagees shall have the right to hold the policies and renewal certificates. Should Mortgagees require, Mortgagor shall promptly provide Mortgagees all receipts of paid premiums and renewal notices.



If Mortgagor obtains any form of insurance coverage, not otherwise required by Mortgagees, for damage to, construction of the Property, such policy shall include a standard mortgage clause and shall name Mortgagees as Mortgagees and/or additional loss payee.

In the event of loss, Mortgagor shall provide prompt notice to the insurance carrier and Mortgagees. Mortgagees may make proof of loss if not made promptly by Mortgagor. Unless Mortgagees and Mortgagor otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Mortgagees, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Mortgagees' security is not lessened. During such repair and restoration period, Mortgagees shall have the right to hold such insurance proceeds until Mortgagees have had an opportunity to inspect such Property to ensure the work has been completed to Mortgagees' satisfaction, provided that such inspection shall be undertaken promptly. Mortgagees may disburse proceeds for the repairs and restoration and a single payment or in a series of progress payments as the work is completed. Mortgagees shall not be required to pay Mortgagor any interest or earnings on such proceeds. Fees for public adjusters or other third parties retained by Mortgagor shall not be paid out of the insurance proceeds, and shall be the sole obligation of the Mortgagor. If the restoration or repair is not economically feasible or Mortgagees' security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument and Mortgage, whether or not then due, with the excess, if any, paid to Mortgagor. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Mortgagor abandons the Property, Mortgagees may file, negotiate and settle any available insurance claim and related matters. If Mortgagor does not respond within thirty (30) days to a notice from the Mortgagees that the insurance carrier has offered to settle a claim, then Mortgagees may negotiate and settle the claim. The thirty (30) day period will begin when the notice is given. In either event, or if Mortgagees acquire the Property under Section 16, or otherwise, Mortgagor hereby assigns to Mortgagees: (a) Mortgagor's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Promissory Note or this Security Instrument; and (b) any other of Mortgagor's rights (other than the right to any refund of unearned premiums paid by Mortgagor) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Mortgagees may use the insurance proceeds either to repair or restore the Property, or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

5. **Occupancy.** Mortgagor may occupy the premises during the term of this Security Instrument, and use the same for whatever purposes they deem necessary and appropriate during such time.

6. **Preservation, Maintenance, and Protection of Property; Inspections.** Mortgagor shall not destroy, damage, or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Whether or not Mortgagor is residing on the Property, Mortgagor shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 4 that repair or restoration is not economically feasible, Mortgagor shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceedings are paid in



connection with damage to, or the taking of, the Property, Mortgagor shall be responsible for repairing or restoring the Property only if Mortgagees have released proceeds for such purposes. Mortgagees may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to restore or repair the Property, Mortgagor is not relieved of Mortgagor's obligation for the completion of such repair or restoration.

Mortgagees or their agents may make reasonable entries upon and inspections of the Property. Mortgagees shall give Mortgagor notice at least forty-eight (48) hours before such inspection.

7. Protection of Mortgagees' Interest in the Property and Rights Under This Security Instrument. If (a) Mortgagor fails to perform the covenants and agreements contained in this Security Interest; (b) there is a legal proceeding that might significantly affect Mortgagees' interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument, or to enforce laws or regulations), or (c) Mortgagor has abandoned the Property, then Mortgagees may do and pay for whatever is reasonable and appropriate to protect Mortgagees' interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Mortgagees' actions may include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in Court; and (c) paying reasonable attorneys' fees and expenses to protect their interests in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding.

Securing the Property includes, but is not limited to, entering the Property to make repairs, and to eliminate building or other code violations or dangerous conditions. Although Mortgagees may take action under this Section 7, Mortgagees are not required to do so. It is agreed that Mortgagees incur no liability for not taking any or all of the actions as authorized under this Section 7.

Any amounts disbursed by Mortgagees under this Section 7 shall become additional debt of Mortgagor secured by this Security Instrument. These amounts shall bear interest at the Promissory Note rate from the date of disbursement, and shall be payable, with such interest, upon notice and demand from Mortgagees to Mortgagor requesting payment.

8. Waiver and Release. The extension of time for the payment or modification of the amortization of sums secured by this Security Instrument granted by Mortgagees to Mortgagor shall not operate to release the liability of Mortgagor. Any forbearance by Mortgagees in exercising any right or remedy, including without limitation, Mortgagees' acceptance of payments from third persons or entities or in amounts less than the amounts then due, shall not be a waiver of or preclude the exercise of any right or remedy under this Agreement or at law.



9. **Notices.** Any notice, request, instruction or other document or communication to be given hereunder shall be in writing and shall be deemed to have been duly given: (a) if mailed, three (3) days following the mailing of such notice in any general or branch office of the United States Postal Service, enclosed in a registered or certified postage-paid envelope; (b) if sent by facsimile transmission, when so sent and receipt acknowledged by an appropriate facsimile receipt; or (c) if sent by other means, when actually received by the Party to which such notice has been directed, in each case at the respective addresses or numbers set forth below or such other address or number as such Party may have fixed by notice; provided, however, that in the event of delivery under clauses (b) or (c) (otherwise than by receipted hand delivery), such notice shall be promptly followed by notice pursuant to clause (a):

MORTGAGOR

Tobester Properties, LLC
P.O. Box 6577
Sheridan, WY 82801

MORTGAGEES

Steven A. Tobi
Patricia K. Tobi, M.D.
24 Walt Drive
Sheridan, WY 82801

Either Party may give notice to the other of any other address to which notices shall be delivered and/or mailed.

10. **Governing Law.** This Security Instrument shall be governed by and construed in accordance with the laws of the State of Wyoming. The Parties irrevocably agree to submit to the jurisdiction of the District Court of the Fourth Judicial District in Sheridan, Sheridan County, Wyoming for the determination of any disputes and/or actions to be commenced pursuant to the terms of this Security Instrument or the Promissory Note.

11. **Gender.** As used in this Security Instrument, words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; words in the singular shall mean and include the plural and vice versa. The word “may” gives sole discretion without any obligation to take any action.

12. **Transfer of Property or Beneficial Interest of Mortgagor.** As used in this Section 12, “interest in the Property” means any legal or beneficial interest in the Property, including but not limited to those beneficial interests transferred by way of a Warranty Deed, Contract For Deed, Quitclaim Deed, Installment Sales Contract, or Escrow Agreement, the intent of which is the transfer of title by Mortgagor at a future date to a purchaser. If all or any part of the Property or any interest in the Property is sold or transferred without Mortgagees’ prior written consent, Mortgagees may require immediate payment, in full, of all sums secured by this Security Instrument.

If Mortgagees exercise this option, Mortgagees shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is given in accordance with Section 9 within which Mortgagor must pay all sums secured by this Security Instrument. If Mortgagor fails to pay those sums prior to the expiration of the



applicable period, Mortgagees may invoke any remedies permitted by this Security Instrument for the notice or demand upon Mortgagor.

13. Mortgagor's Right To Reinstate After Acceleration. If Mortgagor meets certain conditions, Mortgagor shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five (5) days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as the laws of the State of Wyoming may specify for the termination of Mortgagor's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Mortgagor: (a) pay Mortgagees all sums which then would be due under this Security Instrument and the Promissory Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pay all expenses incurred in enforcing this Security Instrument, including but not limited to reasonable attorneys fees and costs, property inspection and valuation fees, and any other fees incurred for the purpose of protecting Mortgagees' interest in the Property and rights under this Security Instrument; and (d) take such action as Mortgagees may reasonably require to assure that Mortgagees' interest in the Property and rights under this Security Instrument and Mortgagor's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Mortgagees may require that Mortgagor pay such reinstatement sums and expenses in one or more of the following forms as selected by Mortgagees: (a) cash; (b) money order; (c) certified check, bank check, or cashier's check; (d) electronic funds transfer. Upon reinstatement by Mortgagor, this Security Instrument and the obligations secured shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 16.

14. Sale of Note. The Promissory Note or a partial interest in the Note, together with this Security Instrument, may be sold at any time without prior notice to the Mortgagor. Upon such an event, Mortgagor will be provided written notice of the change which will state the name and address of the new Mortgagees, the address to which payments should be made, and any other information as may be required.

15. Hazardous Substances. As used in this Section 15, "Hazardous Substances" are those substances as defined as toxic or hazardous substances, pollutants, or wastes by environmental law and include the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. "Environmental Law" means federal laws, laws of the State of Wyoming, and laws of the City of Sheridan where the Property is located that relate to health, safety, or environmental protection. The term "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in and environmental law, including state, federal, and local laws. The term "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an environmental cleanup.

Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances, or threaten to release any hazardous substances, on or in the Property. Mortgagor shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any environmental law, (b) which creates an environmental condition, or (c) which,



do to the presence, use, or release of a hazardous substance, creates a condition that adversely affects the value of the Property. The preceding sentences shall not apply to the presence, use, or storage on the Property of small quantities of hazardous substances that are generally recognized to be appropriate for normal residential use and the maintenance of the Property, to include those substances in consumer products.

Mortgagor shall promptly provide Mortgagees written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any hazardous substance or environmental law of which Mortgagor has actual knowledge, (b) any environmental condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any hazardous substance, and (c) any condition caused by the presence, use or release of a hazardous substance which adversely affects the value of the Property. Should Mortgagor learn, or are notified by any governmental or regulatory authority, or any private party, that any removal or remediation of any hazardous substance affecting the Property is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with the applicable environmental law. Nothing herein shall create any obligation on the part of Mortgagees to conduct an environmental cleanup.

16. Acceleration and Remedies. Mortgagees shall provide notice to Mortgagor prior to the acceleration following Mortgagor's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 13). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than thirty (30) days from the date the notice is given to Mortgagor, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and the sale of the Property. The notice shall further inform the Mortgagor of the right to reinstate after acceleration, and the right to bring a court action to assert the non-existence of a default or any other defense of Mortgagor to acceleration and sale. If the default is not cured on or before the date specified in the notice, the Mortgagees, at their option, may require immediate payment in full of all sums secured by this Security Instrument without further demand, and may invoke the power of sale and any other remedies permitted by the laws of the State of Wyoming. The Mortgagees shall be entitled to collect all expenses incurred in pursuing the remedies provided for in this Section 16, including but not limited to, all reasonable attorneys fees and costs.

Mortgagees may, during the term of this Mortgage and Security Instrument, require the Mortgagor to pay, earlier than is scheduled pursuant to the Promissory Note and this instrument, all sums, including principal and interest, by providing ninety (90) days written notice of his request for payment, in full. Mortgagor shall pay the entire balance, including accrued interest and unpaid principal, to the Mortgagees as they may request prior to the termination of the original term of the Promissory Note and this Mortgage and Security Instrument. Upon a failure to pay all sums as may be due, Mortgagees shall be entitled to exercise all rights and remedies available to him pursuant to the terms of this instrument.

If Mortgagees invoke the power of sale, the Mortgagees shall give notice of intent to foreclose to Mortgagor and to the person(s) in possession of the Property, if different, in accordance with the laws of the State of Wyoming. Mortgagees shall give notice of the sale to



Mortgagor in the manner provided in Section 9. Mortgagees shall publish notice of sale, and the Property shall be sold in the manner prescribed by the laws of the State of Wyoming. The Mortgagees or their designee(s) may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, the reasonable attorneys fees and costs; (b) to all sums secured by this Security Instrument; and (c) any excess to be paid to the person(s) legally entitled to such excess sums.

17. **Filing of Release.** Upon the payment of all sums secured by this Security Instrument, Mortgagees shall release this Security Instrument and pay and recordation costs for the same.

18. **Waiver of Homestead Right.** Mortgagor releases and waives all rights under and by virtue of the Homestead and Exemption Laws of the State of Wyoming.

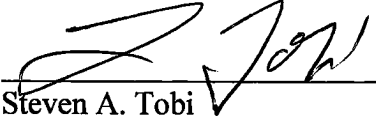
19. **Prior Mortgages and Security Instruments.** The Mortgagor and Mortgagees understand and acknowledge the Mortgagor has previously granted Mortgages against the Property which have been executed by the Mortgagor to secure certain loans and have been filed of record. The Parties acknowledge and agree this Mortgage and Security Agreement shall be subordinate to all previously filed Mortgages against the Property.

The Parties agree this Mortgage and Security Instrument shall be in fifth position to the aforementioned Mortgages.

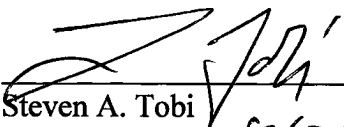
By signing below, the Mortgagor accepts and agrees to the terms, covenants, and conditions contained within this Security Instrument and Mortgagees, and any addendum which may be recorded with said instrument.


EXECUTED with an Effective Date of the 31st day of July, 2015.

MORTGAGOR:
TOBESTER PROPERTIES, LLC


Steven A. Tobi
Manager
Date Signed: 8/28/15

MORTGAGEES:


Steven A. Tobi
Date Signed: 8/28/15

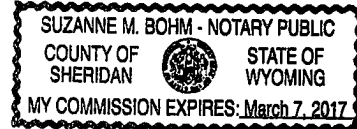

Patricia K. Tobi, M.D.
Date Signed: 8/28/15



STATE OF WYOMING)
)§
 COUNTY OF SHERIDAN)

This instrument titled "Mortgage And Security Instrument" was sworn to, acknowledged, and signed before me by Steven A. Tobi, Manager of Tobester Properties, LLC, as Mortgagor, known to me (or satisfactorily proven) to be the person named in the foregoing document, and who acknowledge that he freely and voluntarily executed the same for the purposes stated therein, this 28 day of August, 2015.

WITNESS my hand and official seal.



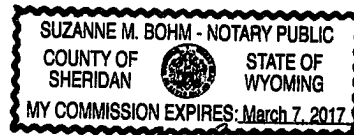
Suzanne M. Bohm
 Notary Public

My Commission expires: 3/7/2017

STATE OF WYOMING)
)§
 COUNTY OF SHERIDAN)

This instrument titled "Mortgage And Security Instrument" was sworn to, acknowledged, and signed before me by Steven A. Tobi, as Mortgagee, known to me (or satisfactorily proven) to be the person named in the foregoing document, and who acknowledge that he freely and voluntarily executed the same for the purposes stated therein, this 28 day of August, 2015.

WITNESS my hand and official seal.



Suzanne M. Bohm
 Notary Public

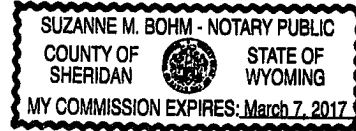
My Commission expires: 3/7/2017



STATE OF WYOMING)
)§
COUNTY OF SHERIDAN)

This instrument titled "Mortgage And Security Instrument" was sworn to, acknowledged, and signed before me by Patricia K. Tobi, M.D., as Mortgagee, known to me (or satisfactorily proven) to be the person named in the foregoing document, and who acknowledge that she freely and voluntarily executed the same for the purposes stated therein, this 28 day of August, 2015.

WITNESS my hand and official seal.



Suzanne M. Bohm
Notary Public

My Commission expires: 3/7/2017

15-615.2

NO. 2015-722075 MORTGAGE

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
LAW FIRM OF J STAN WOLFE 222 S GILLETTE AVE
SUITE 500 GILLETTE WY 82716

Eib