SDMS Document ID
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WARRANTY DEED

AUGUSTA B. MARX

TO

CYRIL HOUSLEY, ET UX.

THE STATE OF WYOMING, County of Lincoln } ss.

This instrument was filed for record at 1:00 o'clock P.M. on the 9th day of August, A. D. 19 51, and duly recorded in Book 28 of Deeds on Page 100.

Hae Beutler
County Clerk and Ex-Officio Register of Deeds.

By ..... Deputy Clerk.

No. 191904 Fees $ 1.60

WARRANTY DEED WITH RELEASE OF HOMESTEAD

AUGUSTA B. MARX, (widow)

grantor, of LINCOLN County and State of WYOMING, for and in consideration of FOUR HUNDRED SEVENTY-FIVE ---------- DOLLARS in hand paid, receipt whereof is hereby acknowledged, CONVEY and WARRANT TO CYRIL HOUSLEY and DORISE HOUSLEY, husband and wife, as tenants by the entirety and to the survivor of them -------

grantee S, of LINCOLN County and State of WYOMING the following described real estate, situate in LINCOLN County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

The Lots Two (2) and Four (4) and the Southeast quarter of the Northwest quarter (SE¼NW¼); the Northwest quarter of the Southeast quarter (NW¼SE¼) and the Northeast quarter of the Southwest quarter (NE¼SW¼) of Section Seven (7), all in Township Twenty-six (26) North, Range One Hundred Twlove (112) West of the Sixth Principal Meridian, Wyoming. Together with all water, water rights, buildings and improvements thereunto belonging or in anywise appertaining. Excepting from this sale however and expressly reserving unto the grantor fifty percent. (50%) of all ores and minerals, including oil and gas.

Documentary stamps .55 attached here.

WITNESS my hand this 9th day of August, 19 51.

Signed, Sealed and Delivered in Presence of

J. A. Christmas

AUGUSTA B. MARX

THE STATE OF WYOMING, County of Lincoln } ss.

On this 9th day of August 19 51, before me personally appeared AUGUSTA B. MARX

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed, including the release and waiver of the right of homestead, the said wife having been by me first fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and official seal, the day and year in this certificate first above written.

J. A. Christmas
Notary Public

(SEAL)

My commission expires on the 10th day of January A. D. 1953.

NO. 950C—The Bradford Robinson Ptg. Co., Mfrs. Robinson's Legal Blanks, 1845 Stout St., Denver, Colo.

Recorded 10-4-51 at 9:00 A.
Book 5 Page 147-8
No. 192629 MAE OLLER, COUNTY CLERK

FORM 88 UNIT-WYO.-COLO

ENTERED

55915

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 7th day of June 1951, by and between
Augusta B. Marx widow of Warren C. Marx, Box 829 Stanford, California
...., party of the first part, hereinafter called lessor, (whether one or more)
and Lee A. Adams of Oklahoma City, Oklahoma ...., party of the second part, lessee.

WITNESSETH: That the lessor for and in consideration of Ten and Other Dollars in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided, and of the agreements of lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas, casinghead gas, and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Lincoln County, State of Wyoming, to-wit:

TOWNSHIP 26 NORTH, Range 112 WEST
Section 7: Lots 2 & 4; SE/4 of the NW/4; NE/4 of the SW/4; NW/4 of the SE/4;

Containing 159.60 acres, more or less.

TO HAVE AND TO HOLD the same (subject to the other provisions herein contained) for a term of ten years from this date (called "primary term") and as long thereafter as oil or gas or casinghead gas or either or any of them, is produced therefrom; or as much longer thereafter as the lessee in good faith shall conduct drilling operations thereon and should production result from such operations, this lease shall remain in full force and effect as long as oil or gas or casinghead gas, shall be produced therefrom.

In consideration of the premises it is hereby mutually agreed as follows:

1. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells, the equal one-eighth (⅛) part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth (⅛) royalty the market price for oil of like grade and gravity prevailing in the field where produced on the day such oil is run into the pipe line, or into storage tanks.

2. The lessee shall pay lessor, as royalty, one-eighth (⅛) of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found, and where not used or sold shall pay Fifty ($50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

3. To pay lessor for gas produced from any oil well and used off the premises or in the manufacturing of gasoline or any other product a royalty of one-eighth (⅛) of the market value, at the mouth of the well, payable monthly at the prevailing market price.

4. If operations for the drilling of a well for oil or gas are not commenced on said land on or before one year from this date, this lease shall terminate as to both parties, unless the lessee shall, on or before one year from this date, pay or tender to the lessor or for the lessor's credit in The Anglo California National Bank of San Francisco Bank at Palo Alto, California or its successor or successors, which bank and its successors are lessor's agents and which shall continue as the depository regardless of changes in the ownership of the land, the sum of - -One Hundred Fifty Nine & 60/100- - - - Dollars which shall operate as a rental and cover the privilege of deferring the commencement of operations for the drilling of a well one year from said date. In like manner and upon like payments or tenders the commencement of operations for the drilling of a well may be further deferred for like periods successively during the primary term of this lease. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered herein is reduced by said release or releases. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such persons.

5. If at any time prior to the discovery of oil or gas on this land and during the term of this lease, the lessee shall drill a dry hole, or holes, on this land, this lease shall not terminate, provided operations for the drilling of a well shall be commenced by the next ensuing rental paying date, or provided the lessee begins or resumes the payment of rentals in the manner and amount above herein provided; and in this event the preceding paragraphs hereof governing the payment of rentals and the manner and effect thereof shall continue in force.

6. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided for shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee.

7. Lessee shall have the right to use, free of cost, gas, oil, and water produced on said land for its operation thereon, except water from wells of lessor.
When requested by lessor, lessee shall bury his pipe lines below plow depth.
No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.
Lessee shall pay for damages caused by its operations to growing crops on said land.
Lessee shall have the right at any time to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casing.

8. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with the like effect as if such well had been completed within the term of years herein first mentioned.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to their heirs, executors, administrators, successors and assigns, but no change of ownership in the land or in the rentals or royalties shall be binding on the lessee until after notice to the lessee and it has been furnished with the written transfer or assignment or a certified copy thereof, and in case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

10. If the leased premises shall hereafter be owned in severalty, or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise or otherwise, or to furnish separate measuring or receiving tanks. It is hereby agreed that, in the event this lease shall be assigned as to a part or as to parts of the above described lands, and the holder or owner of any such part or parts shall fail or make default in the payment of the proportionate part of the rent due from him or them, on an acreage basis, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee hereof shall make due payments of said rentals.

11. If at any time there be as many as six parties (or more) entitled to receive royalties under this lease, lessee may withhold payment thereof unless and until all parties designate in writing in a recordable instrument to be filed with the lessee a Trustee to receive all royalty payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in title.

12. Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated. Lessor shall formally express lessor's consent to any cooperative or unit plan of development or operation adopted by lessee and approved by any governmental agency by executing the same upon request of lessee.

13. In the interest of conservation, the protection of reservoir pressures and the recovery of the greatest ultimate yield of oil, gas and other minerals, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon the leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

14. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge any taxes, mortgage, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

15. All rental payments which may fall due under this lease may be made to Augusta B. Marx one of the above named lessors, in the manner herein stated.

16. If within the primary term of this lease production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for drilling a well within sixty (60) days from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

17. It is agreed that this lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until it shall have first been finally judicially determined that such failure exists, and after such final determination, lessee is given a reasonable time therefrom to comply with any such covenants, conditions, or stipulations.

18. All express and implied covenants of this lease shall be subject to all federal and state laws, executive orders, rules and regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damage for failure to comply therewith if compliance is prevented by or if such failure is the result of any such law, order, rule or regulation, or if such compliance is prevented by or failure is the result of inability of lessee through no fault of its own, to obtain sufficient and satisfactory material and equipment to justify the commencement of drilling operations or to continue production of oil or gas from the leased premises.

19. This lease and all [illegible]

132

$9.00

RECORDED ...Jan. 5, 1989.....AT 9A.M.
IN BOOK 269PR ..... 132 KEMMERER, WYO.
NO. 697332 ELIZABETH C. WADE, CLERK

WHEN RECORDED, MAIL TO:

_____

_____

_____

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to CAYMAN OVERSEAS TRUST CO., LTD., a Grand Cayman BWI corporation, as Trustee, all beneficial interest it has, as a result of the assignment thereof to the undersigned by the mortgagees, in, to and under that certain Mortgage as to the real property described in Exhibit A hereto and dated July 11, 1980, executed by Silver Eagle Oil, Inc., a Wyoming corporation, to Reland A. Johnson and Wilma A. Johnson, husband and wife, Mortgagees, and recorded July 11, 1980, as Instrument No. 542708, in Book PR-166 at Page 659, in the office of the Recorder of Lincoln County, Wyoming, together with the indebtedness secured thereby.

DATED this 30 day of DEC, 1988.

AMERICAN SAVINGS & LOAN
ASSOCIATION

By: [signature]
Its: Commercial Loan Officer

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 30 day of December, 1988, personally appeared before me Dee H. Talbot, who, being by me duly sworn, did say that he is the Business Loan Officer of American Savings and Loan Association, that the above and foregoing instrument was signed in behalf of said corporation by authority of its by-laws or a resolution of its Board of Directors, and said Dee H. Talbot acknowledged to me that said corporation executed the same.

My Commission Expires:

Deborah Iria Cox
Notary Public
Residing at: Salt Lake City, Utah

38:2d-11/7

EXHIBIT A

The part of the S 1/2 NW 1/4 of Section 7, T26N, R112 W, Lincoln County, Wyoming, described as follows:

Beginning at the Northeast corner of the said S 1/2 NW 1/4 where found a granite stone 10" x 17" x 6" marked 1/16 on the West, SS on the East; thence West, 1341.6 feet along the North line of the said S 1/2 NW 1/4 to the Southeast point of that tract of record in the Office of the Clerk of Lincoln County in Book 48, Photo Records on page 554; thence S 00°15.3' E, 324.66 feet parallel to the East line of the said S 1/2 NW 1/4 to a point; thence East 1341.6 feet parallel to the North line of the said S 1/2 NW 1/4 to a point on the East line of the said S 1/2 NW 1/4; thence N 00°15.3' W, 324.66 feet along the East line of the said S 1/2 NW 1/4 to the corner beginning.

SUBJECT TO:

The easement, including the terms and provisions thereof, in favor of Lincoln Service Corporation, recorded 1-8-1957, at Book 20 PR, page 351.

The easement, including the terms and provisions thereof, in favor of El Paso Natural Gas Co., recorded 10-29-1960, at Book 46 PR, page 252.

Reservations of all rights to minerals as disclosed by deed from Cyril and Doris Housley, husband and wife, to Reland A. and Wilma A. Johnson, husband and wife, recorded 10-9-1975, at Book 121 PR, page 352, and the effect of the conveyance on the surface of the herein-described property including but not limited to drilling, boring, strip mining, tunneling, quarrying, excavating and ingress and egress for the exercise of the said mineral right.

The Mortgage, including the terms and provisions thereof, executed by Reland A. Johnson and Wilma A. Johnson, husband and wife, in favor of First Wyoming Bank, N.A. - Kemmerer, dated 9-6-1978, recorded 10-24-1978 at Book 140 PR, page 196, in the amount of $490,000.00

38:1h-10/24

RECORDED June 26, 1962 AT 9:00 AM
IN BOOK 55 PR PAGE 97 KEMMERER, WYO.
NO. 369314 Mae Beutler MAE BEUTLER, COUNTY CLERK

$1.15

197

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT G. E. Yeaman and Marie C. Yeaman, husband and wife, of Sublette County, State of Wyoming, parties of the first part, for and in consideration of the sum of One ($1.00) Dollar and other valuable considerations, receipt of which is hereby acknowledged, have granted and conveyed, and by these presents do grant and convey unto LINCOLN SERVICE CORPORATION, a Corporation, of Frontier, Lincoln County, Wyoming, party of the second part, its successors and assigns, an EASEMENT for a right of way to place, construct, operate, repair and maintain an electric transmission or distribution line or system with necessary appurtenances thereto, over, under, through, across and upon the following described property of the parties of the first part, located in Lincoln County, State of Wyoming, to-wit:

T26N, R112W
Section 7 -- N½NE¼

Power Line to Y and H Trailer Court

Said parties of the first part, their heirs, legal representatives and assigns shall have full use and enjoyment of the said premises except for the uses and purposes hereinbefore granted. The said party of the second part shall have full right of ingress and egress to and from said described lands for the purpose of exercising the rights herein granted.

This grant of easement shall at all times be deemed to be, and shall be a continuing covenant running with the land and shall be binding upon the heirs, legal representatives and assigns of the parties of the first part.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands this 23rd day of June, 1962.

G. E. Yeaman

Marie C. Yeaman

THE STATE OF WYOMING,)
: SS.
COUNTY OF SUBLETTE)

On this 23rd day of June, 1962, before me personally appeared G. E. Yeaman and Marie C. Yeaman husband and wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged it to be their free act and deed.

Paul C. Scherbel
Notary Public.

My Commission expires 20 September 1964.

NOTARY PUBLIC

Form 9-22 (Rev. 2-60)

Tracor

STATE OF WYOMING

COUNTY OF LINCOLN

RECORDED Feb. 7, 1961 AT 9 [illegible]
IN BOOK 47PR PAGE 468 [illegible], WYO.
NO. 358931 Mae Bertelli
MAE BERTELLI, COUNTY CLERK

$1165

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, hereinafter referred to as Grantor, for and in consideration of the sum of ONE DOLLAR AND OTHER CONSIDERATIONS, to the undersigned in hand paid by EL PASO NATURAL GAS COMPANY, a corporation, hereinafter called Grantee, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns, a right of way and easement to construct, maintain and operate a pipe line with appurtenances thereto, over and through the hereinafter described land, approximately along the line designated by survey heretofore made or hereafter to be made by the Grantee, through and over the said property.

This grant shall carry with it the right of ingress and egress to and from the said right of way, with the right to use existing roads, for the purpose of constructing, inspecting, repairing and maintaining said pipe line, and the removal or replacement of same at will, with either like or different size pipe, either in whole or in part.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate and maintain said pipe line over the right of way hereby granted unto the said Grantee, its successors and assigns, and the Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and be binding upon Grantor, his heirs, legal representatives and successors in title.

Grantee may at any time, and upon permanent abandonment of said right of way and removal of all improvements constructed thereon, shall execute and record a reconveyance and release hereof, whereupon this right of way and easement and all rights and privileges herein mutually granted shall be fully cancelled and terminated.

Grantor reserves the right to full use and enjoyment of said property except for the purposes herein granted, but such use shall not hinder, conflict or interfere with the exercise of Grantee's rights hereunder, and no building, reservoir or other improvement shall be constructed or maintained within fifteen feet of the pipe line without Grantee's prior written consent.

Grantee shall, during construction, bury all pipe lines below ordinary plow depth.

Grantee shall pay to Grantor all damages to Grantor's growing crops and timber caused by the construction, maintenance, repair, replacement or removal of the pipe line and appurtenances. It is mutually agreed that should any dispute arise as to such damages, the same, if not mutually agreed upon, shall at the written request of either party be arbitrated and determined by disinterested arbitrators, one to be appointed by Grantor, and one by Grantee, within 20 days after such request, and if the two so chosen be unable to agree within 90 days after appointment, then they shall, within 30 days after written request by either the Grantor or the Grantee, select a third arbitrator, and failing so to do, such third arbitrator shall be appointed on application of either Grantor or Grantee, by the senior Federal District Judge of the District wherein the land lies and the decision of any two of the arbitrators thus appointed shall be final and conclusive.

Grantor represents and warrants that he is the owner in fee simple of the land hereinafter described, subject only to outstanding mortgages, if any, now of record in said county, and agrees that in the event of default by Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on said land and thereupon be subrogated to such lien.

It is hereby understood that the parties securing this grant in behalf of the Grantee are without authority to make any covenant or agreement not herein expressed.

DESCRIPTION OF PROPERTY SITUATED IN LINCOLN COUNTY, STATE OF WYOMING

Subdivision	Section	Township	Range or Block	B. & M. or Abstract No.
$S\frac{1}{2}NW\frac{1}{4}NE\frac{1}{4}$	7	26-N	112-W	6th P.M.
$N\frac{1}{2}SW\frac{1}{4}NE\frac{1}{4}$	7	26-N	112-W	6th P.M.

WITNESS THE EXECUTION HEREOF the 17th day of Jan 1961, A.D.,

by G. E. Yeaman and Marie C. Yeaman, husband and wife, of Calpet, Wyoming

[signature]
Witness to Signature

G. E. Yeaman

Marie C. Yeaman

Project Name: Belco-Green River Bend No. 12 (BPGS)

W/O: 11445 Dwg. No. 17A761.0-7-1

File: R/W 61015 Grant No. G-2

"I"

36453

Form 9-129 (6-60) (Joint Acknowledgment for Wyoming)

STATE OF Wyoming
COUNTY OF Lincoln

On this 1st day of February, 1961, before me personally appeared G. E. Yeaman, also known as: and Marie C. Yeaman

8

Dec. 17, 1960 9:00 a.m.
47PR
$1.65 NO. 357758 Mae Beutler
COUNTY CLERK

ABSTRACTED
PHOTOSTATIC RECORDED

MINERAL QUIT CLAIM DEED

Board of County Commissioners, County of Lincoln, State of Wyoming, grantors of Lincoln County, Wyoming for and in consideration of Ten Dollars and other valuable considerations convey and Quit Claim to George E. Yeaman A/K/A Earl Yeaman and Marie C. Yeaman, Husband and wife by the Entireties all interest and title in the Minerals to the following described real estate situate in the County of Lincoln, in the State of Wyoming:

A parcel of land 200 feet wide forming the right of way for that portion of the Kemmerer-Big Piney Wyoming State Highway, designated as Federal Aid Project 158 (3) 1939, which crosses the following described lands:

Lot 3, NE¼NE¼; W½NE¼, in section 7, T. 26 N., R. 112 W. of the 6th Principal Meridian, Lincoln County, Wyoming.

Said parcel of land is bounded by parallel lines measured 100 feet each side of and at right angles to the center line of said highway and by the prolongations of said parallel lines to the legal boundaries of said described lands and by those portions of the legal boundaries of said described lands which are intercepted between said parallel lines as prolonged.

The course of said center line is described in particular according to the survey of the Wyoming State Highway Department as follows:

Commencing at a point on the south boundary of said Lot 3, Section 7, which is N. 00°14' E, 2640 feet from a point on the south boundary of said Section 7, from whence the south quarter corner of said Section 7 bears West, 1381.7 feet, thence N. 00°14' E. 2640.0 feet to a point on the north boundary of said Section 7 which is West, 1230.6 feet fromthe northeast corner of said Section 7.

WITNESS our hands this 1st day of March, 1960.

In the presence of

Martha Marrow

Attest:

Mae Beutler
County Clerk and Ex-Officio Clerk of the Board of County Commissioners of the County of Lincoln, State of Wyoming.

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LINCOLN, STATE OF WYOMING.

BY Ted Pinkwood
Chairman

E. J. Brady

Ben Nield
Commissioners

Poor Quality Source Document

The following document images have been scanned from the best available source copy.

To view the actual hard copy, contact the Region VIII Records Center at (303) 312-6473.

RECORDED June 14, 1954 AT 11:48 AM
IN BOOK 7 PR PAGE 81 OF REPORTS WITH
NO. 207147 MAE BEUTLER, COUNTY CLERK

ADMINISTRATOR'S DEED.

THIS INDENTURE, made this 14th day of June, 1954 in the County of Lincoln, State of Wyoming, by and between A. A. DEPAUW, the duly appointed, qualified and acting administrator of the Estate of JAMES R. TAYLOR, deceased, late of the County of Lincoln, State of Wyoming, the party of the first part, and GEORGE E. YEAMAN and MARIE C. YEAMAN, husband and wife, of Lincoln County, State of Wyoming, the parties of the second part, WITNESSETH, that

WHEREAS, on the 8th day of May, 1954, the Judge of the Third Judicial District Court of the State of Wyoming, in and for the County of Lincoln, made an order of sale authorizing the said party of the first part to sell certain real property belonging to said estate situated in the aforesaid County and State, and specified and particularly described in said order of sale, which order is now on file and of record in said court and is hereby referred to and made a part of this indenture; and

WHEREAS, under and by virtue of said order of sale, said party of the first part on the 5th day of June, 1954, sold said real property, subject to confirmation by the Court, to said parties of the second part, for the sum of Two Thousand and Fifty Dollars ($2050.00); and

WHEREAS said Court, on the 12th day of June, 1954, made an order confirming said sale, and directed a conveyance to be executed and delivered to said parties of the second part, a certified copy of which order of confirmation was recorded in the office of the County Clerk and Ex-Officio Register of Deeds of the County aforesaid on the 14th day of June, 1954, and is hereby referred to and made a part of this indenture.

NOW, THEREFORE, the said A. A. DEPAUW, as administrator of the estate of JAMES R. TAYLOR, deceassed, party of the first part, for and in consideration of the sum of $2050.00, lawful money of the United States of America, to him in hand paid by the said parties of the second part, receipt whereof is hereby acknowledged, has granted, bargained, sold conveyed and quit-claimed, and by these presents does grant, bargain sell, convey and quit claim unto said parties of the second part, their heirs and assigns forever, all the right, title, interest and estate of the said JAMES R. TAYLOR, deceased, at the time of his death, and all of the right, title and interest that the said estate of James R. Taylor, deceased, by operation of law or otherwise may have acquired, other than or in addition to that of said deceased at the time of his death, in and to all that certain real property situated in the County of LINCOLN, and STATE OF WYOMING, and particulary described as follows, to-wit:

The West-half of the Northeast quarter (W½NE¼), Northeast quarter of the Northeast quarter (NE¼NE¼) and Lot Three (3) of Section Seven (7), and Lot Three (3) of Section Eight (8) in Township Twenty-six (26) North, Range One Hundred Twelve (112) West of the Sixth Principal Meridian, Wyoming; Also

A parcel of land situated in the SW Corner of the Southeast quarter (SE¼) of Section Six (6), Township Twenty-six (26) North, Range One Hundred Twelve (112) West of the Sixth Principal

Meridian, Wyoming. described as follows: BEGINNING at a point situated at the SW Corner of the SE¼ of said Section 6, thence North a distance of 148 feet; thence East for a distance of 610 feet; thence South for a distance of 148 feet; thence West for a distance of 610 feet to the point of beginning; (excepting to predecessor in interest the minerals lying beneath the surface of this parcel of land); and said sale being subject to rights of way for highways.

Together with all water, water rights, building, and improvements thereon or thereunto in anywise appertaining. and also all Taylor Grazing rights and privileges running with the lands herein described. if any.

TO HAVE and TO HOLD, all and singular, the above mentioned and described premises, together with the appurtenances, unto said parties of the second part, their heirs and assigns forever.

IN WITNESS WHEREOF, said party of the first part, as administrator of the estate of James R. Taylor, deceased has hereunto set his hand and seal the day and year first above written.

A. A. DePauw
Administrator of the Estate of
James R. Taylor, deceased.

THE STATE OF WYOMING,)
:SS
COUNTY OF LINCOLN.)

On the 14th day of June, 1954, before me personally appeared A. A. DEPAUW, known to me to be the person whose name is subscribed to the within instrument as the administrator of the Estate of James R. Taylor, deceased, and acknowledged to me that he, as such administrator, executed the same.

WITNESS my hand and official seal the day and year in this certificate first above written.

Nellie Frizzell
Notary Public

NELLIE FRIZZELL NOTARY PUBLIC LINCOLN COUNTY, WYOMING

My Commission Expires Oct 14, 1957

$1.15

RECORDED Jan. 8, 1957 AT 1:00 P M
IN BOOK 20PR PAGE [illegible] KEMMERER, WYO.
NO. 225669 MAE BEUTLER, COUNTY CLERK

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT G. E. Yeaman and Marie Yeaman, husband and wife, of Lincoln County, State of Wyoming, parties of the first part, for and in consideration of the sum of One ($1.00) Dollar and other valuable considerations, receipt of which is hereby acknowledged, have granted and conveyed, and by these presents do grant and convey unto LINCOLN SERVICE CORPORATION, a Corporation, of Frontier, Lincoln County, Wyoming, party of the second part, its successors and assigns, an EASEMENT for a right of way to place, construct, operate, repair and maintain an electric transmission or distribution line or system with necessary appurtenances thereto, over, under, through, across and upon the following described property of the parties of the first part, located in Lincoln County, State of Wyoming, to-wit:

Sections 6, 7, & 8, t. 26 N., R. 112 W, 6 P.M.
The Lincoln Service Corporation, this Grant of Easement Covers only Surveys and line built as of October 25, 1956. the Lincoln Service Corporation shall provide power to the Above Landowner, at the $3.50 Minimum Rate on File With the Public Service Commission. the Above shall be Conformed by Lincoln Service or this Easement is Void. This Covers a ten Foot Right of Way.

Said parties of the first part, their heirs, legal representatives and assigns shall have full use and enjoyment of the said premises except for the uses and purposes hereinbefore granted. The said party of the second part shall have full right of ingress and egress to and from said described lands for the purpose of exercising the rights herein granted.

This grant of easement shall at all times be deemed to be, and shall be a continuing covenant running with the land and shall be binding upon the heirs, legal representatives and assigns of the parties of the first part.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands this 26th day of October, 1956.

G. E. Yeaman
Marie Yeaman

THE STATE OF WYOMING,)
: SS.
COUNTY OF Sublette)

On this 26th day of October, 1956, before me personally appeared G. E. Yeaman and Marie Yeaman husband and wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged it to be their free act and deed.

Sophie M. Daniels
Notary Public.

SOPHIE M. DANIELS NOTARY PUBLIC SUBLETTE CO. WYO.

My Commission expires June 20, 1960

QUITCLAIM DEED—FORM NO. 8

NO FEE

RECORDED Feb. 3, 1989 AT 9A M.
IN BOOK 270PR PAGE 369 IN LINCOLN, WYO.
NO. 698443 ELIZABETH C. WADE, CLERK

QUITCLAIM DEED

369

KNOW ALL MEN BY THESE PRESENTS, That Lincoln County, Wyoming by David L. Harvey, County Treasurer

of the County of Lincoln State of Wyoming in consideration of the sum of Ten dollars and no/100 DOLLARS to them in hand paid by Reland and Wilma Johnson

whose address is LaBarge, Wyoming (Box 125)

the receipt whereof is hereby confessed and acknowledged, have remised, released, and forever quitclaimed and by these presents do for their heirs, executors and administrators, remis, release and forever quitclaim unto the said Reland and Wilma Johnson

heirs and assigns, forever, all such right, title, interest, property, possession, claim and demand, as they have or ought to have, in or to all the following described premises, to-wit: That part of the N½W½ (Lot 1 and NE¼NW¼) of Section 7, Township 26 North, Range 112 West of the 6th Principal Meridian, Lincoln County, State of Wyoming, lying south of the southerly right of way line of the Calpet State Secondary Highway, which tract may also be described as follows: Beginning at a point on the north-south Mid-section line of said Section 7 which point is northerly, 497 feet more or less, from the southeast corner of said (OVER)

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TO HAVE AND TO HOLD the said premises unto the said Reland and Wilma Johnson

heirs and assigns, to his and their own proper use and behoof forever. So that neither they

nor any other person in their name or behalf, or either of us or any other person in our or either of our names or behalf shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

In Witness Whereof, they have hereunto set their hands and seal this third (3rd) day of February A. D., 19 89.

Signed, sealed and delivered in the presence of: David L. Harvey (SEAL)

(SEAL)

(SEAL)

(SEAL)

ACKNOWLEDGMENT

State of WYOMING
County of LINCOLN } ss.

The foregoing instrument was acknowledged before me by David L. Harvey, Lincoln County Treasurer,

this 3rd day of February, 1989.

Witness my hand and official seal:

Chris Ward
Signature

Deputy County Clerk
Title of Officer

My Commission Expires: Jan. 7, 1991

NE¼ NW¼ where is found a granite stone 10" x 17" x 6" marked 1/16 on W, SS on E; thence southerly, 497 feet more orless to the said southeast corner of the NE¼NW¼, thence westerly, 1944 feet, more or less, along the south line of the said N½NW¼ to its intersection with the said southerly right of way line where is found a steel spike 3/8"x 12", thence N 75°43'E, 2006 feet, more or less, along the said southerly right of way line to the point of beginning. Excepting therefrom .5acres sold to Russell Dove on 4-14-1961,andrecorded on 4-14-1961 in Book 48 of Photostat Records at Page 551, and .5 acres sold to G.B. Oldaker and Edna Oldaker on 4-14-1961, and recorded on 4-14-1961 in Book 48 of Photostat Records at Page 554.

570

$6.00
May 29, 1980 9A
165PR 570
540109

AFTER RECORDING, PLEASE RETURN TO:

Neal B. Christensen, Esq.
MARTINEAU, ROOKER, LARSEN & KIMBALL
1800 Beneficial Life Tower
36 South State Street
Salt Lake City, Utah 84111

NOTICE OF CONTRACT

TO WHOM IT MAY CONCERN:

RELAND A. JOHNSON and WILMA A. JOHNSON, husband and wife, hereby give record notice to all that they have entered into an unrecorded contract for the sale of their right, title, claim and interest in and to the following described real property (the "Property") located in Lincoln County, State of Wyoming, to-wit:

That part of the S 1/2 NW 1/4 of Section 7, T26N, R112W, Lincoln County, Wyoming described as follows:

Beginning at the Northeast corner of the said S 1/2 NW 1/4 where found a granite stone 10"x17"x6" marked 1/16 on the west, S on the east; thence West, 1341.6 feet along the north line of the said S 1/2 NW 1/4 to the southeast point of that tract of record in the Office of the Clerk of Lincoln County in Book 48, Photo Records on page 554; thence S 00°15.3' E, 324.66 feet parallel to the east line of the said S 1/2 NW 1/4 to a point; thence East 1341.6 feet parallel to the north line of the said S 1/2 NW 1/4 to a point on the east line of the said S 1/2 NW 1/4; thence N 00°15.3' W, 324.66 feet along the east line of the said S 1/2 NW 1/4 to the corner beginning.

The contract was entered into on May 22, 1980, by and between Reland A. Johnson and Wilma A. Johnson, husband and wife, as sellers, and Wyman Shepherd, as purchaser. A copy of said contract is on file with the seller at P.O. Box 652, Farmington, Utah 84054.

DATED this 27th day of May, 1980.

RELAND A. JOHNSON

WILMA A. JOHNSON

MORTGAGE

558

THIS MORTGAGE is made this 5th day of January, 19 81, between the Mortgagor, SILVER EAGLE OIL, INC., a Wyoming corporation, and MARIE C. YEAMAN, husband and wife, (herein "Borrower"), and the Mortgagee, GEORGE EARL YEAMAN, ~~a corporation organized and existing under the laws of~~, whose address is LaBarge, Wyoming, (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of ONE HUNDRED TWENTY-SEVEN THOUSAND ONE HUNDRED SIXTY-ONE AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on ;

TO SECURE to Lender (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 Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the County of Lincoln, State of Wyoming:

See Exhibit "A" attached hereto and incorporated herein by this reference.

FOR RELEASE OF Assign This Mortgage SEE BOOK 269 OF MORTGAGES PAGE 633

$18.00 RECORDED January 5, 1980 AT 4P M, IN BOOK 171PR PAGE 558 KEMMERER, WYO. NO. 550643 ELIZABETH C. WADE, CLERK

which has the address of Not Applicable, ,
[Street] [City]
(herein "Property Address");
[State and Zip Code]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Int[illegible]** Borrower shall promptly pay when due th[illegible] principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

~~2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay~~ to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by ~~Lender at the time of application as a credit against the sums secured by this Mortgage.~~

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 h f.

560 Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption.

See Exhibit "B" attached hereto and incorporated herein by this reference.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Borrower 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 Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give notice of intent to foreclose to Borrower and to the person in possession of the Property, if different, in accordance with applicable law. Lender shall mail a copy of a notice of sale to Borrower in the manner provided in paragraph 14 hereof. Lender shall publish the notice of sale and the Property shall be

sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Mortgage or (ii) entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. 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.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

See Exhibit "C" attached hereto and made a part hereof for additional provisions of this Mortgage.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

SILVER EAGLE OIL, INC. —Borrower

BY: Darrell Smith

ITS: Vice President —Borrower

STATE OF WYOMING ..... County ss:

The foregoing instrument was acknowledged before me this 1-5-1981 (date) by

Darrell Johnston, Vice President (person acknowledging)

My Commission expires: 9-24-1984

Cynthia A. Vickery
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

EXHIBIT "A"

(Attached to and made a part of that Mortgage from Silver Eagle Oil, Inc., Mortgagor, to George Earl Yeaman and Marie M. Yeaman, Mortgagee, dated _____)

That part of the NW 1/4 NE 1/4 and SW 1/4 NE 1/4 of Section 7, T26N, R112W, Lincoln County, Wyoming lying and being situate south of the south right-of-way line of the Calpet State Secondary Highway 235 and West of the west right-of-way line of State Highway 189; ENCOMPASSING an area of 59.7 acres, more or less; and that the NW 1/4 NE 1/4 is within the incorporated limits of the Town of LaBarge, that no actual survey nor monuments were set for the north and east line of the foregoing tract and that the acreage was determined by computations from records and actual surveys of part of the lands; all in accordance with the map prepared and filed for record in the Office of the Clerk of Lincoln County dated 27 August 1980 and revised 8 September 1980; EXCEPTING from this grant all ore and mineral rights, including gas and oil rights.

EXHIBIT "B"

(Attached to and made a part of that Mortgage from Silver Eagle Oil, Inc., Mortgagor, and George Earl Yeaman and Marie Yeaman, Mortgagee, dated 1-5-1981)

Paragraph 17 shall provide as follows:

17. Transfer of the Property; Assumption. Paragraph 13 hereof shall not be construed as permitting assignment, substitution, delegation, or other transfer of the property or any rights or obligations herein contained unless the express prior written consent of the parties has been obtained, which consent shall not be unreasonably withheld.

Notwithstanding the foregoing, without the written consent of Mortgagee, Borrower may sell or transfer the property and any rights under this Mortgage by written agreement providing that Borrower and such transferee shall be bound by and liable for the performance of this Mortgage if such transferee is substantial and credit worthy, as demonstrated by a balance sheet of such transferee certified by a certified public accountant showing such transferee's net worth (determined in accordance with generally accepted accounting principles) to be at least two times (2x) the principal balance due under the Note immediately prior to the time of the transfer.

EXHIBIT "B"

(Attached to and made a part of that Mortgage from Silver Eagle Oil, Inc., Mortgagor, and George Earl Yeaman and Marie C. Yeaman, Mortgagee, dated 1-5-1981)

Paragraph 17 shall provide as follows:

17. Transfer of the Property; Assumption. Paragraph 13 hereof shall not be construed as permitting assignment, substitution, delegation, or other transfer of the property or any rights or obligations herein contained unless the express prior written consent of the parties has been obtained, which consent shall not be unreasonably withheld.

Notwithstanding the foregoing, without the written consent of Mortgagee, Borrower may sell or transfer the property and any rights under this Mortgage by written agreement providing that Borrower and such transferee shall be bound by and liable for the performance of this Mortgage if such transferee is substantial and credit worthy, as demonstrated by a balance sheet of such transferee certified by a certified public accountant showing such transferee's net worth (determined in accordance with generally accepted accounting principles) to be at least two times (2x) the principal balance due under the Note immediately prior to the time of the transfer.

EXHIBIT "C"

(Attached to and made a part of that Mortgage from Silver Eagle Oil, Inc., Mortgagor, to George Earl Yeaman and Marie C. Yeaman, Mortgagee, dated 1-5-1981)

ADDITIONAL PROVISION

Right to Cure of Third Party. In the event of Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender, prior to acceleration and in addition to the notices provided in Paragraph 18 hereof, shall mail a notice in the from prescribed in Paragraph 18 hereof to any person whom Borrower has designated by notice to Lender. Such person shall have the right, but not the obligation, to cure any breach of Borrower on or before the date specified in the notice. The cure of any such breach shall be deemed as effective as a cure by Borrower.

$6.00

RECORDED Sept. 25, 1989 9A AT M.
IN BOOK 278PR PAGE 25 KEMMERER, WYO
NO. 708196 ELIZABETH C. WADE, CLERK

ESTOPPEL AFFIDAVIT

THIS AFFIDAVIT made this date by Coleman C. Shepherd, Jr., as Grantor, and Walter Robert Laidlaw, as lender or the assignee thereof, as Grantee; 25

WITNESSETH:

Grantor, or his predecessors in title, on the 11th day of July, 1980, executed and delivered a Promissory Note in the sum of $1,050,000.00 as secured by a mortgage which is recorded in the County Clerk's Office in Lincoln County, Wyoming, covering the following described real estate:

> The part of the S 1/2 NW 1/4 of Section 7, T26N, R112W, Lincoln County, Wyoming described as follows:
>
> Beginning at the Northeast corner of the said S 1/2 NW 1/4 where found a granite stone 10" x 17" x 6" marked 1/16 on the West, SS on the East; thence West, 1341.6 feet along the north line of the said S 1/2 NW 1/4 to the southeast point of that tract of record in the Office of the Clerk of Lincoln County in Book 48, Photo Records on page 554; thence S 00°15.3' E, 324.66 feet parallel to the east line of the said S 1/2 NW 1/4 to a point; thence East 1341.6 feet parallel to the north line of the said S 1/2 NW 1/4 to a point on the east line of the said S 1/2 NW 1/4; thence N 00°15.3' W, 324.66 feet along the east line of the said S 1/2 NW 1/4 to the corner of beginning.

Grantor is delinquent in the payments due on the note and has not met his obligations on the note and mortgage and has, on this date, signed and delivered a deed to Grantee to convey the described property to the lender in lieu of foreclosure.

Grantor hereby acknowledges, agrees and certifies that the deed is an absolute conveyance of all grantor's rights, title and interest in the real estate, together with all buildings, thereon and appurtenances thereunto belonging and appertaining, and with release of all dower and homestead rights in the real estate, and to convey, transfer and assign the Grantor's right of possession, rentals, and equity of redemption in the premises. In consideration of the conveyance, Grantors will receive a full and complete release of personal liability on the note.

The deed-in-lieu of foreclosure is given voluntarily by the Grantor to the Grantee, in good faith on the part of both, without fraud, misrepresentation, duress or undue influence whatsoever, or any misunderstanding on the part of the Grantor or Grantee and was not given as a preference against any other creditor of Grantor.

The deed shall not restrict the right of the Grantee to institute foreclosure proceedings, if appropriate to obtain merchantable title, but between these parties, it is intended and understood to be an absolute conveyance and unconditional sale as including full extinguishment of Grantor's equity of redemption.

This Affidavit has been made for the protection and benefit of Grantee, his successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property described therein, and shall bind the respective heirs, executors, administrators, and assigns of Grantor.

DATED this 9th day of August, 1989.

Coleman C. Shepherd, Jr.

STATE OF Wyoming)
)SS:
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me by Coleman C. Shepherd, Jr. this 9th day of August, 1989.

Witness my hand and official seal.

Notary Public

My Commission Expires:_____

affestop/silver/bc

DANIEL L. GIBBS - NOTARY PUBLIC
County of Laramie
State of Wyoming
My Commission Expires June 17, 1992

QUITCLAIM DEED—FORM NO. 8 $6.00

RECORDED Sept. 25, 1989 AT 9AM
IN BOOK 278PR PAGE 27 KEMMERER, WYO.
NO. 708197 ELIZABETH C. WADE, CLERK

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That 27

SILVER EAGLE OIL, INC., A Wyoming corporation

of the County of State of

in consideration of the sum of

$10.00 and other good and valuable considerstions DOLLARS

to it in hand paid by WALTER ROBERT LAIDLAW

whose address is 8251 Garvey, Rosemead, California

the receipt whereof is hereby confessed and acknowledged, has remised, released, and forever quitclaimed and by these presents does for itself, its heirs, executors and administrators, remis, release and forever quitclaim unto the said Walter Robert Laidlaw, his

heirs and assigns, forever, all such right, title, interest, property, possession, claim and demand, as he have or ought to have, in or to all the following described premises, to-wit:

The part of the S 1/2 NW 1/4 of Section 7, T26N, R112W, Lincoln County, Wyoming described as follows:

Beginning at the Northeast corner of the said S 1/2 NW 1/4 where found a granite stone 10" x 17" x 6" marked 1/16 on the West, SS on the East; thence West, 1341.6 feet along the north line of the said S 1/2 NW 1/4 to the southeast point of that tract of record in the Office of the Clerk of Lincoln County in Book 48, Photo Records on page 554; thence S 00°15.3' E, 324.66 feet parallel to the east line of the said S 1/2 NW 1/4 to a point; thence East 1341.6 feet parallel to the north line of the said S 1/2 NW 1/4 to a point on the east line of the said S 1/2 NW 1/4; thence N 00°15.3' W, 324.66 feet along the east line of the said S 1/2 NW 1/4 to the corner of beginning.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TO HAVE AND TO HOLD the said premises unto the said Walter Robert Laidlaw, his

heirs and assigns, to his and their own proper use and behoof forever. So that neither

Silver Eagle Oil, Inc.

nor any other person in its name or behalf, or either of us or any other person in our or either of our names or behalf shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

In Witness Whereof, I have hereunto set my hand and seal this 9th day of August A. D., 1989.

Signed, sealed and delivered in the presence of:

SILVER EAGLE OIL, INC. (SEAL)

BY: [signature] President (SEAL)

(SEAL)

(SEAL)

To reorder please phone the MILES Company

ACKNOWLEDGMENT

State of Wyoming
County of Laramie } ss.

The foregoing instrument was acknowledged before me by Coleman Shepherd, Jr, as President of Silver Eagle, Inc., this 9th day of August, 1989.

Witness my hand and official seal.

Signature

Title of Officer

My Commission Expires:

DANIEL L. GIBBS - NOTARY PUBLIC
County of Laramie
State of Wyoming
My Commission Expires June 17, 1992

DANIEL L. GIBBS NOTARY PUBLIC LARAMIE COUNTY, WY

QUITCLAIM DEED

FROM

TO

THE STATE OF WYOMING,
County of } ss.

This instrument was filed for record at o'clock M., and the day of A. D., 19, and duly recorded in Book on Page

County Clerk and Ex-Officio Register of Deeds.

By

Deputy Clerk.

No. Fees, $

$6.00

RECORDED Sept. 25, 1989 AT 9A.M.
IN BOOK 278PR PAGE 29 KEMMERER, WYO.
NO. 708198 ELIZABETH C. WADE, CLERK

ESTOPPEL AFFIDAVIT

29

THIS AFFIDAVIT made this date by Silver Eagle Oil, Inc., a Wyoming corporation, as Grantor, and Walter Robert Laidlaw, as lender or the assignee thereof, as Grantee;

WITNESSETH:

Grantor, or its predecessors in title, on the 11th day of July, 1980, executed and delivered a Promissory Note in the sum of $1,050,000.00 as secured by a mortgage which is recorded in the County Clerk's Office in Lincoln County, Wyoming, covering the following described real estate:

> The part of the S 1/2 NW 1/4 of Section 7, T26N, R112W, Lincoln County, Wyoming described as follows:
>
> Beginning at the Northeast corner of the said S 1/2 NW 1/4 where found a granite stone 10" x 17" x 6" marked 1/16 on the West, SS on the East; thence West, 1341.6 feet along the north line of the said S 1/2 NW 1/4 to the southeast point of that tract of record in the Office of the Clerk of Lincoln County in Book 48, Photo Records on page 554; thence S 00°15.3' E, 324.66 feet parallel to the east line of the said S 1/2 NW 1/4 to a point; thence East 1341.6 feet parallel to the north line of the said S 1/2 NW 1/4 to a point on the east line of the said S 1/2 NW 1/4; thence N 00°15.3' W, 324.66 feet along the east line of the said S 1/2 NW 1/4 to the corner of beginning.

Grantor is delinquent in the payments due on the note and has not met its obligations on the note and mortgage and has, on this date, signed and delivered a deed to Grantee to convey the described property to the lender in lieu of foreclosure.

Grantor hereby acknowledges, agrees and certifies that the deed is an absolute conveyance of all grantor's rights, title and interest in the real estate, together with all buildings, thereon and appurtenances thereunto belonging and appertaining, and with release of all dower and homestead rights in the real estate, and to convey, transfer and assign the Grantor's right of possession, rentals, and equity of redemption in the premises. In consideration of the conveyance, Grantors will receive a full and complete release of personal liability on the note.

The deed-in-lieu of foreclosure is given voluntarily by the Grantor to the Grantee, in good faith on the part of both, without fraud, misrepresentation, duress or undue influence whatsoever, or any misunderstanding on the part of the Grantor or Grantee and was not given as a preference against any other creditor of Grantor.

The deed shall not restrict the right of the Grantee to institute foreclosure proceedings, if appropriate to obtain merchantable title, but between these parties, it is intended and understood to be an absolute conveyance and unconditional sale as including full extinguishment of Grantor's equity of redemption.

This Affidavit has been made for the protection and benefit of Grantee, his successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property described therein, and shall bind the respective heirs, executors, administrators, and assigns of Grantor.

DATED this 9th day of August, 1989.

SILVER EAGLE OIL, INC

BY: Coleman C. Shepherd, Jr.
Coleman C. Shepherd, Jr.
President

STATE OF Wyoming)
)SS:
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me by Coleman C. Shepherd, Jr. as President of Silver Eagle Oil, Inc. this 9th day of August, 1989.

Witness my hand and official seal.

Daniel L. Gibbs
Notary Public

My Commission Expires:_____

affestop/silver/bc

DANIEL L. GIBBS - NOTARY PUBLIC
County of Laramie
State of Wyoming
My Commission Expires June 17, 1992

$6.00

QUITCLAIM DEED—FORM NO. 8

RECORDED Sept. 25, 1989 AT 9A M.
IN BOOK 278PR PAGE 35 KEMMERER, WYO.
NO. 708201 ELIZABETH C. WADE, CLERK

QUITCLAIM DEED

35

KNOW ALL MEN BY THESE PRESENTS, That WYMAN SHEPHERD

of the County of State of

in consideration of the sum of $10.00 and other good and valuable considerations DOLLARS

to him in hand paid by WALTER ROBERT LAIDLAW

whose address is 8251 Garvey, Rosemead, California

the receipt whereof is hereby confessed and acknowledged, has remised, released, and forever quitclaimed and by these presents does for himself, his heirs, executors and administrators, remis, release and forever quitclaim unto the said Walter Robert Laidlaw, his

heirs and assigns, forever, all such right, title, interest, property, possession, claim and demand, as he have or ought to have, in or to all the following described premises, to-wit:

The part of the S 1/2 NW 1/4 of Section 7, T26N, R112W, Lincoln County, Wyoming described as follows:

Beginning at the Northeast corner of the said S 1/2 NW 1/4 where found a granite stone 10" x 17" x 6" marked 1/16 on the West, SS on the East; thence West, 1341.6 feet along the north line of the said S 1/2 NW 1/4 to the southeast point of that tract of record in the Office of the Clerk of Lincoln County in Book 48, Photo Records on page 554; thence S 00°15.3' E, 324.66 feet parallel to the east line of the said S 1/2 NW 1/4 to a point; thence East 1341.6 feet parallel to the north line of the said S 1/2 NW 1/4 to a point on the east line of the said S 1/2 NW 1/4; thence N 00°15.3' W, 324.66 feet along the east line of the said S 1/2 NW 1/4 to the corner of beginning.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TO HAVE AND TO HOLD the said premises unto the said Walter Robert Laidlaw heirs and assigns, to his and their own proper use and behoof forever. So that neither Wyman Shepherd nor any other person in his name or behalf, or either of us or any other person in our or either of our names or behalf shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

In Witness Whereof, I have hereunto set my hand and seal this 17th day of August A. D., 1989

Signed, sealed and delivered in the presence of:

WYMAN SHEPHERD (SEAL)

(SEAL)

(SEAL)

(SEAL)

ACKNOWLEDGMENT

State of Louisiana
~~County~~ Parish of Lafayette } ss.

The foregoing instrument was acknowledged before me by Wyman Shepherd,

_____, _____,

this 17th day of August, 1989.

Witness my hand and official seal.

Darlene J. Chidester
~~Signature~~
Notary Public
Title of Officer

My Commission Expires: Upon my death

QUITCLAIM DEED

FROM

TO

THE STATE OF WYOMING,
County of _____ } ss.

This instrument was filed for record at _____ o'clock ___ M., and the _____ day of _____ A. D., 19___, and duly recorded in Book ___ on Page ___

_____
County Clerk and Ex-Officio Register of Deeds.

By _____
Deputy Clerk.

No. _____ Fees, $ _____

$6.00

RECORDED ...Sept. 25, 1989 ....AT 9AM
IN BOOK 278PR PAGE 37 KEMMERER, WYO
NO. 708202 ...ELIZABETH C. WADE, CLERK

ESTOPPEL AFFIDAVIT

THIS AFFIDAVIT made this date by Wyman Shepherd, as Grantor, and Walter Robert Laidlaw, as lender or the assignee thereof, as Grantee;

WITNESSETH:

Grantor, or his predecessors in title, on the 11th day of July 1980, executed and delivered a Promissory Note in the sum of $1,050,000.00 as secured by a mortgage which is recorded in the County Clerk's Office in Lincoln County, Wyoming, covering the following described real estate:

> The part of the S 1/2 NW 1/4 of Section 7, T26N, R112W, Lincoln County, Wyoming described as follows:
>
> Beginning at the Northeast corner of the said S 1/2 NW 1/4 where found a granite stone 10" x 17" x 6" marked 1/16 on the West, SS on the East; thence West, 1341.6 feet along the north line of the said S 1/2 NW 1/4 to the southeast point of that tract of record in the Office of the Clerk of Lincoln County in Book 48, Photo Records on page 554; thence S 00°15.3' E, 324.66 feet parallel to the east line of the said S 1/2 NW 1/4 to a point; thence East 1341.6 feet parallel to the north line of the said S 1/2 NW 1/4 to a point on the east line of the said S 1/2 NW 1/4; thence N 00°15.3' W, 324.66 feet along the east line of the said S 1/2 NW 1/4 to the corner of beginning.

Grantor is delinquent in the payments due on the note and has not met his obligations on the note and mortgage and has, on this date, signed and delivered a deed to Grantee to convey the described property to the lender in lieu of foreclosure.

Grantor hereby acknowledges, agrees and certifies that the deed is an absolute conveyance of all grantor's rights, title and interest in the real estate, together with all buildings, thereon and appurtenances thereunto belonging and appertaining, and with release of all dower and homestead rights in the real estate, and to convey, transfer and assign the Grantor's right of possession, rentals, and equity of redemption in the premises. In consideration of the conveyance, Grantors will receive a full and complete release of personal liability on the note.

The deed-in-lieu of foreclosure is given voluntarily by the Grantor to the Grantee, in good faith on the part of both, without fraud, misrepresentation, duress or undue influence whatsoever, or any misunderstanding on the part of the Grantor or Grantee and was not given as a preference against any other creditor of Grantor.

3The deed shall not restrict the right of the Grantee to institute foreclosure proceedings, if appropriate to obtain merchantable title, but between these parties, it is intended and understood to be an absolute conveyance and unconditional sale as including full extinguishment of Grantor's equity of redemption.

This Affidavit has been made for the protection and benefit of Grantee, his successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property described therein, and shall bind the respective heirs, executors, administrators, and assigns of Grantor.

DATED this 17th day of August, 1989.

Wyman Shepherd

STATE OF Louisiana
~~COUNTY~~ PARISH OF Lafayette)SS:

The foregoing instrument was acknowledged before me by Wyman Shepherd this 17th day of August, 1989.

Witness my hand and official seal.

Darlene J. Chiasson
Notary Public

My Commission Expires: Upon my death

estofaff/silver/bc

$6.00

QUITCLAIM DEED—FORM NO. 8

RECORDED Sept. 25, 1989 AT 9A M.
IN BOOK 278PR PAGE 23 KEMMERER, WYO
NO. 708195 ELIZABETH C. WADE, CLERK

QUITCLAIM DEED

23

KNOW ALL MEN BY THESE PRESENTS, That COLEMAN C. SHEPHERD, JR.

of the County of State of in consideration of the sum of $10.00 and other good and valuable considerations DOLLARS to him in hand paid by WALTER ROBERT LAIDLAW

whose address is 8251 Garvey, Rosemead, California

the receipt whereof is hereby confessed and acknowledged, has remised, released, and forever quitclaimed and by these presents does for himself, his heirs, executors and administrators, remis, release and forever quitclaim unto the said Walter Robert Laidlaw, his

heirs and assigns, forever, all such right, title, interest, property, possession, claim and demand, as he have or ought to have, in or to all the following described premises, to-wit:

The part of the S 1/2 NW 1/4 of Section 7, T26N, R112W, Lincoln County, Wyoming described as follows:

Beginning at the Northeast corner of the said S 1/2 NW 1/4 where found a granite stone 10" x 17" x 6" marked 1/16 on the West, SS on the East; thence West, 1341.6 feet along the north line of the said S 1/2 NW 1/4 to the southeast point of that tract of record in the Office of the Clerk of Lincoln County in Book 48, Photo Records on page 554; thence S 00°15.3' E, 324.66 feet parallel to the east line of the said S 1/2 NW 1/4 to a point; thence East 1341.6 feet parallel to the north line of the said S 1/2 NW 1/4 to a point on the east line of the said S 1/2 NW 1/4; thence N 00°15.3' W, 324.66 feet along the east line of the said S 1/2 NW 1/4 to the corner of beginning.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TO HAVE AND TO HOLD the said premises unto the said Walter Robert Laidlaw, his

heirs and assigns, to his and their own proper use and behoof forever. So that neither Coleman C. Shepherd, Jr.

nor any other person in his name or behalf, or either of us or any other person in our or either of our names or behalf shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

In Witness Whereof, I have hereunto set my hand and seal this 9th day of August A. D. 19 89.

Signed, sealed and delivered in the presence of:

Coleman C. Shepherd, Jr. President (SEAL)
COLEMAN C. SHEPHERD, JR.

(SEAL)

(SEAL)

(SEAL)

24

ACKNOWLEDGMENT

State of Wyoming
County of Laramie } ss.

The foregoing instrument was acknowledged before me by Coleman Shepherd, Jr.,

_____, _____,

this 8th day of August, 19 89.

Witness my hand and official seal.

Daniel L. Gibbs
Signature

_____
Title of Officer

My Commission Expires: _____

DANIEL L. GIBBS - NOTARY PUBLIC
County of Laramie
State of Wyoming
My Commission Expires June 17, 1992

DANIEL L. GIBBS NOTARY PUBLIC LARAMIE COUNTY, WYO.

QUITCLAIM DEED

FROM

TO

THE STATE OF WYOMING,
County of _____ } ss.

This instrument was filed for record at _____ o'clock ____ M., and the _____ day of _____ A. D., 19____, and duly recorded in Book ____ on Page ____

County Clerk and Ex-Officio Register of Deeds.

By _____ Deputy Clerk.

No. _____ Fees, $ _____

State of Utah
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF SOLID AND HAZARDOUS WASTE

Michael O. Leavitt
Governor
Dianne R. Nielson, Ph.D.
Executive Director
Dennis R. Downs
Director

288 North 1460 West
P.O. Box 144880
Salt Lake City, Utah 84114-4880
(801) 538-6170
(801) 538-6715 Fax
(801) 536-4414 T.D.D.

RECEIVED
95 JUN 19 PM 3:08
U.S. EPA REGION VIII
EMERGENCY RESPONSE BRANCH

RECEIVED
95 JUN 19 AM 11:59

ISLS
file with Radio Station Property file Steve

June 9, 1995

Robert L. Spicer
Stonebrook Real Estate, Inc.
8757 South Highland Drive
Sandy, Utah 84093

Re: Brinkerhoff Property, 1510 West 2300 North, Salt Lake City, Utah

Dear Mr. Spicer:

My staff has reviewed your May 12, 1995 letter concerning the Brinkerhoff Property and reviewed the information in the Division's file. The sampling conducted by Ecology and Environmental (E & E) for the Environmental Protection Agency, Emergency Response Branch (EPA\ERB) reports field screening 16 random samples for lead using an XRF (X-Ray Fluorescence) instrument. E & E selected four samples, from the locations that had the highest XRF concentrations, for Toxicity Characteristic Leaching Procedure (TCLP) anaylsis. It appears that the sampling activity conducted by the EPA\ERB found that lead concentrations were elevated and that one of four TCLP samples exceeded the regulatory limit of 5 mg/l. Please be advised XRF is used to field screening samples for gross contmaination and that using the TCLP results as the basis for a no further action decision may be valid in determining whether a removal action is warranted, but is not valid if used to evaluate whether the lead contamination poses a threat to human health or the environment.

The purpose of a TCLP analysis is to determine whether a solid waste is hazardous as defined by R315-2 of the Utah Administrative Code. The regulatory levels established by the TCLP testing method were designed to protect groundwater resources, it is not appropriate to use these values to determine whether a potential risk to human health or the environment exists.

The EPA recently published a **draft** Soil Screening Guidance which proposed a screening level for lead at 400 mg/l. The soil screening level for lead is based on EPA's Revised Interim Soil Lead Guidance for CERCLA Sites and RCRA Corrective Action Facilities, OSWER Directive #93355.4-12. It is important to note that this screening level is based on total concentration not TCLP. If the XRF data are reviewed we find that the average lead concentration at the Brinkerhoff Property is 2262 mg/l. This level is clearly above

Printed on recycled paper

the aforementioned screening level.

Your letter asked what the Division's position is on this residue contamination. The Division views the site as appearing to have high levels of lead contamination which may be a characteristic hazardous waste if excavated. If the contaminated material is left in place the Division does not have any regulatory authority to require its removal. The Division does have concerns about the validity of the decision made by EPA, because it appears that EPA's decision was based on the TCLP analysis.

In a separate letter to Mr. Ralph Bohn you indicated that Workman Construction has finalized a plan with Salt Lake City to "land fill" this property with inert materials such as concrete, bricks, rocks and dirt. Please be advised that using "inert material" as fill is not regulated under the Solid and Hazardous Waste Control Act. Asphalt and contaminated soil are not inert and cannot be used as fill. If the inert material being deposited on this property is not being used as fill it would not enjoy an exemption from the rules and the disposal operation may require a permit from the Division.

If you have additional questions or require further assistance, please contact Bill Wallner at 538-6170.

Sincerely,

Dennis R. Downs, Executive Secretary
Utah Solid and Hazardous Waste Control Board

DRD\WMW\bw
f:\...\spicer.let
June 6, 1995

c: Kent Gray, DERR
Robert L. Duprey, U.S. EPA, Region VIII
Thomas L. Schlenker, M.D., M.P.H., Health Officer/Department Director
Salt Lake City/County Health Department

QUITCLAIM DEED—FORM No. 8

319

RECORDED March 10, 1958 at 11 o'clock
THE MILES COMPANY, SHERIDAN 67263
IN BOOK 26 PAGE 319 WYO.
NO. 333316 Mae Beutler, MAE BEUTLER, COUNTY CLERK

$1.65

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That JOHN E. MARX and MARY E. MARX, husband and wife,

of the County of Lincoln State of Wyoming in consideration of the sum of Ten Dollars and other values DOLLARS to them in hand paid by J. B. KIMMEL and/or VELMA KIMMEL, husband and wife,

the receipt whereof is hereby confessed and acknowledged, have remised, released, and forever quitclaimed and by these presents do - for themselves and their heirs, executors and administrators, remise, release and forever quitclaim unto the said J. B. KIMMEL and/or VELMA KIMMEL, husband and wife,

heirs and assigns, forever, all such right, title, interest, property, possession, claim and demand, as they have or ought to have, in or to all the following described premises, to-wit:

A tract of land, triangular in shape, and which abuts the highway right-of-way of Secondary Highway Numbered 119 on the south, and which is a part of Lot 1 and NE¼NW¼ of Section 7, Township 26 North, Range 112 West of the Sixth Principal Meridian, Lincoln County, Wyoming, and contains approximately four (4) acres more or less.

Excepting and reserving, however, unto the Grantors all of the minerals, including oil and gas, being with and lying beneath the surface of said lands.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TO HAVE AND TO HOLD the said premises unto the said J. B. KIMMEL and/or VELMA KIMMEL, husband and wife,

heirs and assigns, to his and their own proper use and behoof forever. So that neithed JOHN E. MARX nor MARY E. MARX

or any other person in their name or behalf, or either of us or any other person in our or either of our names or behalf shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

In Witness Whereof, they have hereunto set their hands and seals this 10th day of March A. D., 1958

Signed, sealed and delivered in the presence of:

John E. Marx (SEAL)

Mary E. Marx (SEAL)

[signature] (SEAL)

(SEAL)

Feb. 27, 1961 1:00P
48PR 111

QUITCLAIM DEED—FORM No. 8 THE HILLS COMPANY, SHERIDAN 67203

$1.65 359245

111

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That JOHN E. MARX and MARY E. MARX, husband and wife,

of the County of Lincoln State of Wyoming in consideration of the sum of Ten Dollars and other values DOLLARS

to them in hand paid by J. B. KIMMEL and/or VELMA KIMMEL, husband and wife,

receipt whereof is hereby confessed and acknowledged, have remised, released, and forever quitclaimed and by these presents do - for themselves and their heirs, executors and administrators, remise, release and forever quitclaim unto the said J. B. KIMMEL and/or VELMA KIMMEL, husband and wife,

heirs and assigns, forever, all such right, title, interest, property, possession, claim and demand, as they have or ought to have, in or to all the following described premises, to-wit:

That part of the N½NW¼ (Lot 1 and NE¼NW¼) of Section 7, Township 26 North, Range 112 West of the 6th P.M., Lincoln County, State of Wyoming, lying south of the southerly right-of-way line of the Calpet State Secondary Highway, containing an area of 11.09 acres, more or less; which tract may also be described as follows: Beginning at a point on the north-south mid-section line of said Section 7 which point is northerly, 497 feet, more or less, from the southeast corner of the said NE¼NW¼ where is found a granite stone 10"x17"x6" marked 1/16 on W, S_S on E; thence southerly, 497 feet, more or less to the said southeast corner of the NE¼NW¼; thence westerly, 1944 feet, more or less, along the south line of the said N½NW¼ to its intersection with the said southerly right-of-way line where is found a steel spike 3/8" x 12"; thence N75°-43'E, 2006 feet, more or less, along the said southerly right-of-way line to the point of beginning.

This deed is a correction deed for the certain deed under date of March 10, 1958, wherein John E. Marx and Mary E. Marx, husband and wife are Grantors, and J. B. Kimmel and/or Velma Kimmel, husband and wife are Grantees. Said original deed having been duly filed for record in the Office of the Lincoln County Clerk in Book 26 of Photostat Records at Page 319, on March 10, 1958.
Grantors herein reserve unto themselves all of the minerals, including oil and gas, being with and lying beneath the surface of said lands.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TO HAVE AND TO HOLD the said premises unto the said J. B. KIMMEL and/or VELMA KIMMEL, husband and wife,

heirs and assigns, to his and their own proper use and behoof forever. So that neithed JOHN E. MARX nor MARY E. MARX

or any other person in their name or behalf, or either of us or any other person in our or either of our names or behalf shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

In Witness Whereof, they have hereunto set their hands and seals this 27th day of February A. D., 1961

Signed, sealed and delivered in the presence of:

John E. Marx (SEAL)
Mary E. Marx (SEAL)
(SEAL)
(SEAL)

[signature]

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF WYOMING
County of LINCOLN } ss.

On this 27th day of February, 19 61, before me personally appeared John E. Marx and Mary E. Marx, husband and wife,

to me known to be the person s described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and Notarial seal, this 27th day of February A. D., 19 61

Notary Public

My commission expires on the 5th day of November A. D., 19 61

CORPORATION ACKNOWLEDGMENT

THE STATE OF WYOMING
County of } ss.

On this day of , A. D. 19 , before me personally appeared

to me personally known, who, having been by me first duly sworn, did say: That he is the of , the Corporation described in and which executed the foregoing instrument; that the seal affixed to said instrument is the corporate seal of said Corporation; and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors; and said acknowledged said instrument to be the free act and deed of said Corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my notarial seal on the day and year in this certificate first above written.

Notary Public

My Commission expires , 19

QUITCLAIM DEED

FROM

JOHN E. MARX, et ux

TO

J. B. KIMMEL, et ux

THE STATE OF WYOMING } ss.
County of

This instrument was filed for record at o'clock M., on the day of A. D. 19 , and duly recorded in Book on Page

County Clerk and Ex-Officio Register of Deeds.

By Deputy Clerk.

No. Fees. $

RECORDED Feb. 28, 1962 AT 1 Sec PM
IN BOOK 53 PR PAGE 28
NO. 366770 Mae Beutler
MAE BEUTLER, COUNTY CLERK

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that JOHN E. MARX and MARY E. MARX, husband and wife, of the County of Lincoln, State of Wyoming, in consideration of the sum of Ten Dollars and other values to them in hand paid by J. B. KIMMEL and VELMA KIMMEL, husband and wife, the receipt whereof is hereby confessed and acknowledged, have remised, released, and forever quitclaimed and by these presents do, for themselves and their heirs, executors and administrators, remise, release and forever quitclaim unto the said J. B. KIMMEL and VELMA KIMMEL, husband and wife, their heirs and assigns, forever, all such right, title, interest, property, possession, claim and demand, as they have or ought to have, in or to all the following described premises, to-wit:

> That part of the N½NW¼ (Lot 1 and NE¼NW¼) of Section 7, Township 26 North, Range 112 West of the 6th P.M., Lincoln County, State of Wyoming, lying south of the southerly right-of-way line of the Calpet State Secondary Highway, containing an area of 11.09 acres, more or less; which tract may also be described as follows: Beginning at a point on the north-south mid-section line of said Section 7 which point is northerly, 497 feet, more or less, from the southeast corner of the said NE¼NW¼ where is found a granite stone 10" x 17" x 6" marked 1/16 on W, SS on E; thence southerly, 497 feet, more or less to the said southeast corner of the NE¼NW¼; thence westerly, 1944 feet, more or less, along the south line of the said N½NW¼ to its intersection with the said southerly right-of-way line where is found a steel pike 3/8" x 12"; thence N 75°-43' E, 2006 feet, more or less, along the said southerly right-of-way line to the point of beginning.
>
> This deed is a correction deed for those certain deeds, dated March 10, 1958 and February 27, 1961, recorded in Book 26 at page 319 and Book 48, at page 114, respectively, Photostat Records, from herein Grantors to herein Grantees.
>
> Grantors herein reserve unto themselves all of the minerals, including oil and gas, being with and lying beneath the surface of said lands.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TO HAVE AND TO HOLD the said premises unto the said J. B. KIMMEL and VELMA KIMMEL, husband and wife, their heirs and assigns, to his and their own proper use and behoof forever. So that neither JOHN E. MARX nor MARY E. MARX or any other person in their name or behalf, or either of us or any other person in our or either of our names or behalf shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

In Witness Whereof, they have hereunto set their hands and seals this 17 day of Feb A.D., 1962

Signed, sealed and delivered in the presence of:

Ella Johnson

John E. Marx

Mary E. Marx

STATE OF Ohio

COUNTY OF Lucas

On this 17 day of Feb, 1962 before me personally appeared JOHN E. MARX and MARY E. MARX, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and Notarial seal, this 17 day of Feb A.D., 1962

My Commission expires:
My Commission Expires July 28, 1965

Ella Johnson
Notary Public

ELLA JOHNSON NOTARY PUBLIC

R/W 601001, C-3

84 $3.00

RECORDED Sept. 19, 1967 AT 3:00 P.M.
IN BOOK 80 PR. PAGE 84 KEMMERER, WYO.
NO. 401053 MAE BEUTLER, COUNTY CLERK

QUIT CLAIM DEED

THIS INDENTURE, Made this 13th day of May, in the year of our Lord One Thousand Nine Hundred and Sixty-five, between J. B. KIMMEL and VELMA KIMMEL, husband and wife,

, parties of the first part, and JESSE R. GAULT and LILLIAN GAULT, husband and wife, and to the survivor as tenants by the entireties, parties of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Ten Dollars and other valuable consideration - - - - - - - - - - - - DOLLARS, lawful money of the United States of America, to them in hand paid, by the said parties of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby confessed and acknowledged, We remised, released and quit-claimed, and by these presents do remise, release and quit-claim, unto the said parties of the second part, and to their heirs and assigns forever, all that certain lot or parcel of land, situated in Lincoln County and State of Wyoming, and bounded and particularly described as follows, to-wit:

That part of the N½NW¼ (Lot 1 and NE¼NW¼) of Section 7, Township 26 North, Range 112 West of the 6th Principal Meridian, Lincoln County, State of Wyoming, lying south of the southerly right-of-way line of the Calpet State Secondary Highway, containing an area of 11.09 acres, more or less; which tract may also be described as follows: Beginning at a point on the north-south mid-section line of said Section 7 which point is northerly, 497 feet, more or less, from the southeast corner of the said NE¼NW¼ where is found a granite stone 10"x17"x6" marked 1/16 on W, S_S on E; thence southerly, 497 feet more or less to the said southeast corner of the NE¼NW¼, thence westerly, 1944 feet, more or less, along the south line of the said N½NW¼ to its intersection with the said southerly right-of-way line where is found a steel spike 3/8"x12", thence N75°43'E, 2006 feet, more or less, along the said southerly right-of-way line to the point of beginning. Excepting therefrom .5 acres sold to Russell Dove on 4/14/61, and recorded on 4/14/61 in Book 48 of Photostat Records at Page 551, and .5 acres sold to G. B. Oldaker and Edna Oldaker on 4/14/61, and recorded on 4/14/61 in Book 48 of Photostat Records at Page 554.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof. And also all the estate, right, title, interest, property, possessions, claim and demand whatsoever, as well in law as in equity, of the said parties of the first part, of, in or to the above described premises and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises, together with the appurtenances, unto the said parties of the second part and their heirs and assigns, forever.

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

Signed, Sealed and delivered in Presence of

J. B. Kimmel (SEAL)
Velma Kimmel (SEAL)
(SEAL)
(SEAL)

THE STATE OF WYOMING }
County of Lincoln } ss.

I, E. J. Herschler

a Notary Public in and for said County, in the State aforesaid, do hereby certify that said

J. B. Kimmel and Velma Kimmel, husband and wife,

personally known to me to be the identical persons described in the foregoing deed, and whose names subscribed thereto, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth.

My Commission expires on the 9th day of November, 19 65.

Given under my hand and Notarial seal this 13th day of May, A. D. 19 65.

E. J. Herschler
Notary Public

No.

QUIT CLAIM DEED

TO

THE STATE OF WYOMING }
County of Lincoln } ss.

Filed for record in my office this
day of , A. D. 19
at o'clock M., and recorded
in Book of Deeds
on Page

County Clerk and Ex-Officio Register of Deeds

By
Deputy

FEES, $

WARRANTY DEED—FORM NO. 9

RECORDED Dec. 26, 1967 AT 9:00 AM
IN BOOK 8172 PAGE 205 KEMMERER WYO.
NO. 405593 MAE BEUTLER COUNTY CLERK

$21.00

WARRANTY DEED

JESSE R. GAULT and LILLIAN GAULT, husband and wife

205

grantor S, of Lincoln County, and State of Wyoming, for and in consideration of Ten Dollars and other valuable consideration DOLLARS in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT TO RELAND A. JOHNSON and WILMA A. JOHNSON, husband and wife, and to the survivor as tenants by the entireties, and not as tenants in common, grantee S, of Davis County and State of Utah the following described real estate, situate in Lincoln County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

That part of the N½NW¼ (Lot 1 and NE¼NW¼) of Section 7, Township 26 North, Range 112 West of the 6th Principal Meridian, Lincoln County, State of Wyoming, lying south of the southerly right-of-way line of the Calpet State Secondary Highway, containing an area of 11.09 acres, more or less; which tract may also be described as follows: Beginning at a point on the north-south mid-section line of said Section 7 which point is northerly, 497 feet, more or less, from the southeast corner of the said NE¼NW¼ where is found a granite stone 10"x17"x6" marked 1/16 on W, S_S on E; thence southerly, 497 feet more or less to the said southeast corner of the NE¼-NW¼, thence westerly, 1944 feet, more or less, along the south line of the said N½NW¼ to its intersection with the said southerly right-of-way line where is found a steel spike 3/8"x12", thence N75°43'E, 2006 Feet, more or less, along the said southerly right-of-way line to the point of beginning. Excepting therefrom .5 acres sold to Russell Dove on 4/14/61, and recorded on 4/14/61 in Book 48 of Photostat Records at Page 551, and .5 acres sold to G. B. Oldaker and Edna Oldaker on 4/14/61, and recorded on 4/14/61 in Book 48 of Photostat Records at Page 554.

WITNESS our hand S this 21st day of December, 1967.

Jesse R. Gault
Lillian A. Gault

State of WYOMING
County of SWEETWATER } ss.

The foregoing instrument was acknowledged before me this _____ day of December, 1967.

Witness my hand and official seal.

Edna M. Henry
Signature

Notary Public
Title of Officer

My Commission Expires: 5/31/68

EDNA M. HENRY NOTARY PUBLIC SWEETWATER COUNTY, WYOMING

714

Form FHA 442-20
(3-4-68)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

$6.00

RECORDED August 26 1977 AT 3:30 P.M.
IN BOOK 138PR PAGE 714 KEMMERER, WYO.
NO. 197469 ALAN L. [illegible], CLERK

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar ($1.00) and other good and valuable consideration paid to

Southwestern Refinery and

hereinafter referred to as GRANTOR, by Town of LaBarge
hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove,

a water line

over, across, and through the land of the GRANTOR situate in Lincoln County,

State of Wyoming, said land being described as follows:

Section 7, Township 26 North, Range 112 West of the 6th P. M.,
Lincoln County, Wyoming

together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purposes of this easement.

The easement shall be ten (10) feet in width, the center line of which is described as follows:

Commencing at the center north 1/16 corner of Section 7, T. 26 N. R. 112 W., of the 6th P. M., Lincoln County; thence N 39° 35'W a distance of 566.4 feet; thence S 13°33'E a distance of 20.0 feet to the true point of beginning of this description; thence S 13°33'E a distance of 428.5 feet. Said right of way being 428.5 feet inlength.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, his successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 12 day of August 19 77.

Southwestern Refining Co. Inc.
By [illegible] (SEAL)

(SEAL)

STATE OF WYOMING)
) ss.
COUNTY OF LINCOLN)

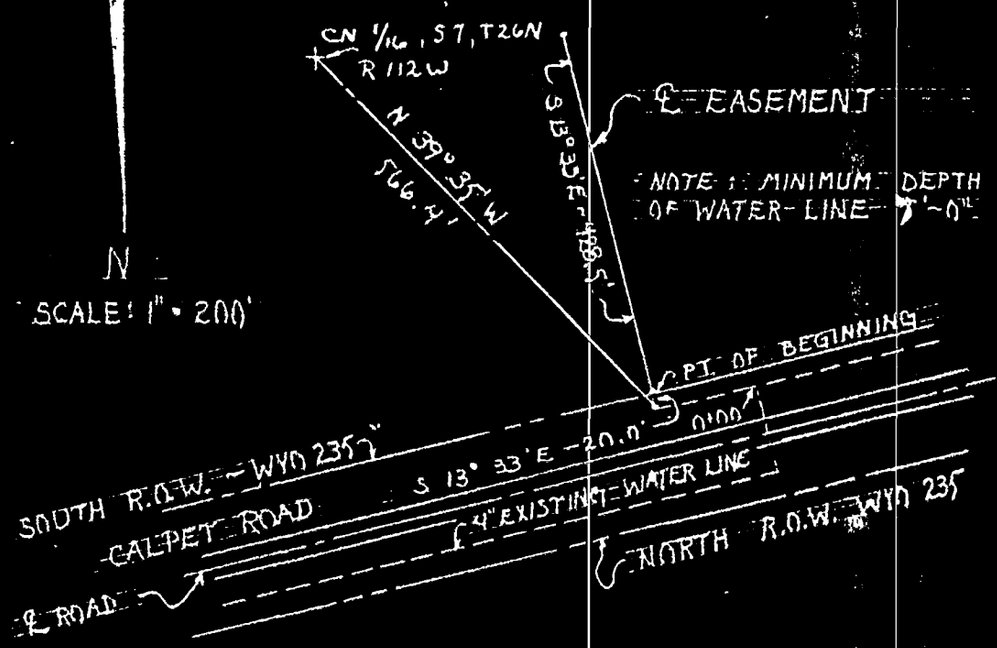
The foregoing Right-of-Way Easement was acknowledged before me by Krista Szasz as Assistant secretary of Southwestern Refinery, this 12th day of August, 1977.

Witness my hand and official seal.

Lulu K. Rhodes
Notary Public

My commission expires:

May 26, 1979



CALPET ROAD
WATER EXTENSION
RIGHT - OF - WAY

Form 9-22 (Rev. 2-60)

STATE OF WYOMING

COUNTY OF LINCOLN

Nov 15, 1960 9:00 AM
4 PR
331
No. 357114

Document Hentl
Tracer

331

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, hereinafter referred to as Grantor, for and in consideration of the sum of ONE DOLLAR AND OTHER CONSIDERATIONS, to the undersigned in hand paid by EL PASO NATURAL GAS COMPANY, a corporation, hereinafter called Grantee, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns, a right of way and easement to construct, maintain and operate a pipe line with appurtenances thereto, over and through the hereinafter described land, approximately along the line designated by survey heretofore made or hereafter to be made by the Grantee, through and over the said property.

This grant shall carry with it the right of ingress and egress to and from the said right of way, with the right to use existing roads, for the purpose of constructing, inspecting, repairing and maintaining said pipe line, and the removal or replacement of same at will, with either like or different size pipe, either in whole or in part.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate and maintain said pipe line over the right of way hereby granted unto the said Grantee, its successors and assigns, and the Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and be binding upon Grantor, his heirs, legal representatives and successors in title.

Grantee may at any time, and upon permanent abandonment of said right of way and removal of all improvements constructed thereon, shall execute and record a reconveyance and release hereof, whereupon this right of way and easement and all rights and privileges herein mutually granted shall be fully cancelled and terminated.

Grantor reserves the right to full use and enjoyment of said property except for the purposes herein granted, but such use shall not hinder, conflict or interfere with the exercise of Grantee's rights hereunder, and no building, reservoir or other improvement shall be constructed or maintained within fifteen feet of the pipe line without Grantee's prior written consent.

Grantee shall, during construction, bury all pipe lines below ordinary plow depth.

Grantee shall pay to Grantor all damages to Grantor's growing crops and timber caused by the construction, maintenance, repair, replacement or removal of the pipe line and appurtenances. It is mutually agreed that should any dispute arise as to such damages, the same, if not mutually agreed upon, shall at the written request of either party be arbitrated and determined by disinterested arbitrators, one to be appointed by Grantor, and one by Grantee, within 20 days after such request, and if the two so chosen be unable to agree within 90 days after appointment, then they shall, within 30 days after written request by either the Grantor or the Grantee, select a third arbitrator, and failing so to do, such third arbitrator shall be appointed on application of either Grantor or Grantee, by the senior Federal District Judge of the District wherein the land lies and the decision of any two of the arbitrators thus appointed shall be final and conclusive.

Grantor represents and warrants that he is the owner in fee simple of the land hereinafter described, subject only to outstanding mortgages, if any, now of record in said county, and agrees that in the event of default by Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on said land and thereupon be subrogated to such lien.

It is hereby understood that the parties securing this grant in behalf of the Grantee are without authority to make any covenant or agreement not herein expressed.

DESCRIPTION OF PROPERTY SITUATED IN LINCOLN COUNTY, STATE OF WYOMING

Subdivision	Section	Township	Range	B. & M.

A tract of land, triangular in shape, and which abuts the highway right of way of Secondary Highway Numbered [illegible] on the south, and which is a part of Lot 1 and NE¼NW¼ of Section 7, Township 26 North, Range 112 West of the Sixth Principal Meridian, Lincoln County, Wyoming, and contains approximately four (4) acres, more or less.

Width of right of way granted shall be thirty (30) feet, and shall be adjoining Grantor's east fence.

WITNESS THE EXECUTION HEREOF the 22nd day of October 1960, A.D.,

by J. B. Kimmel and Velma Kimmel, his wife, of LaBarge, Wyoming.

Witness to Signature

Project Name: Belfer- CP-5

W/O: 1145 Dwg. No.

File: R/W 601001 Grant No. G-3A REG. NO. [illegible]

STATE OF WYOMING)
) SS.:
COUNTY OF LINCOLN)

On this 22nd day of October, 1960, before me personally appeared J. B. KIMMEL and VELMA KIMMEL, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

My Commission expires: 7-24-64

Notary Public in and for
Lincoln County,
State of Wyoming.

176

RECORDED June 3, 1963 AT 9 Eaton
IN BOOK 61PR PAGE 176 KEMMERER, WYO.
NO. 376056 MAE BEUTLER, COUNTY CLERK
Mae Beutler

$1.15

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT J. B. Kimmel and Velma Kimmel husband and wife, of Lincoln County, State of Wyoming, parties of the first part, for and in consideration of the sum of One ($1.00) Dollar and other valuable considerations, receipt of which is hereby acknowledged, have granted and conveyed, and by these presents do grant and convey unto LINCOLN SERVICE CORPORATION, a Corporation, of Frontier, Lincoln County, Wyoming, party of the second part, its successors and assigns, an EASEMENT for a right of way to place, construct, operate, repair and maintain an electric transmission or distribution line or system with necessary appurtenances thereto, over, under, through, across and upon the following described property of the parties of the first part, located in Lincoln County, State of Wyoming, to-wit: That part of the N½NW¼ (Lot 1 and NE¼NW¼) of Section 7, T26N, R112W, Lincoln County, Wyoming, lying south of the southerly right-of-way line of the Calpet State Secondary Highway, containing an area of 11.09 acres, more or less; which tract may also be described as follows: Beginning at a point on the north-south mid-section line of said Section 7 which point is northerly, 497 ft., more or less, from the southeast corner of the said NE¼NW¼ where is found a granite stone 10"x17"x6" marked 1/16 on W, S_S on E; thence southerly, 497 ft., more or less to the said southeast corner of the NE¼NW¼; thence westerly, 1944 ft., more or less, along the south line of the said N½NW¼ to its intersection with the said southerly right-of-way line where is found a steel spike 3/8" x 12"; thence N75°-39'E, 2006 ft., more or less, along the said southerly right-of-way line to the point of beginning.

Said parties of the first part, their heirs, legal representatives and assigns shall have full use and enjoyment of the said premises except for the uses and purposes hereinbefore granted. The said party of the second part shall have full right of ingress and egress to and from said described lands for the purpose of exercising the rights herein granted.

This grant of easement shall at all times be deemed to be, and shall be a continuing covenant running with the land and shall be binding upon the heirs, legal representatives and assigns of the parties of the first part.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands this 29th day of May, 1963.

J. B. Kimmel
Velma Kimmel

THE STATE OF WYOMING,)
: SS.
COUNTY OF Sublette)

On this 29th day of May, 1963, before me personally appeared J. B. Kimmel and Velma Kimmel husband and wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged it to be their free act and deed.

Paul A. Scherbel
Notary Public

PAUL A. SCHERBEL · NOTARY PUBLIC · SUBLETTE COUNTY

My Commission expires 20 September 1964.

AFFIDAVIT OF IDENTITY

RECORDED March 23, 1973 AT 9:00 A M
IN BOOK 103 Pl PAGE 533 KEMMERER, WYO.
NO. 445737 MAB BEUTLER, COUNTY CLERK

STATE OF WYOMING :
: ss.
COUNTY OF LINCOLN:

$2.00

Reland A. Johnson (aka Reland Johnson) of lawful age, being first duly sworn according to law, upon his oath deposes and says:

1. That affiant is the husband of Wilma A. Johnson, of LaBarge, Lincoln County, Wyoming.

2. That affiant is the same identical person as Reland Johnson, one of the mortgagors in that certain mortgage dated 12-15-72 and recorded February 9, 1973 in Book 103 of P. R., Page 218, recording No. 444570 in the Office of Lincoln County Clerk in which Reland A. Johnson and Wilma A. Johnson, husband & wife, mortgaged to the First National Bank of Kemmerer, Kemmerer, Wyoming, as security for a loan in the sum of $28,000.00, the following described property, to-wit:

> That part of the N 1/2 NW 1/4 (Lot 1 and NE 1/4 NW 1/4 of section 7, Township 26 North, Range 112 West of the 6th Principal meridian, Lincoln County, State of Wyoming, lying South of the Southerly Right-of-way line of the calpet state secondary highway, containing an area of 11.09 acres, more or less; which tract may also be described as follows: Beginning at a point on the North-South Midsection line of said Section 7 which point is northerly, 497 feet, more or less from the southeast corner of the said NE 1/4 NW 1/4 where is found a granite stone 10" x 17" x 6" marked 1/16 on W, S_s on E; thence Southerly, 497 feet more or less to the said Southeast corner of the NE 1/4 NW 1/4, thence Westerly, 1944 feet, more or less, along the south line of the said N 1/2 NW 1/4 to its intersection with the said southerly right-of-way line where is found a steel spike 3/8" x 12", thence N75° 43'E, 2006 feet, more or less, along the said southerly right-of-way line to the point of beginning. Excepting therefrom .5 acres sold to Russell Dove on 4/14/61, and recorded on 4/14/61 in Book 48 of Photostat records at Page 551, and .5 acres sold to G. B. Oldaker and Edna Oldaker on 4/14/61, and recorded on 4/14/61 in Book 48 of photostat records at Page 554.

3. That in all the above described conveyances, Reland Johnson is one and the same identical person as Reland A. Johnson, the undersigned Affiant.

Dated this 22 day of March 1973

Notary

[signature]

[signature]

AFFIDAVIT OF IDENTITY

RECORDED March 23 1973 AT 9:00 A.M.
IN BOOK 103 P.R. PAGE 534 KEMMERER, WYO.
NO. 445738 MAX REUTER, COUNTY CLERK

STATE OF WYOMING :
: ss.
COUNTY OF LINCOLN:

$2.00

Wilma A. Johnson (aka Wilma Johnson) of lawful age, being first duly sworn according to law, upon her oath deposes and says:

1. That affiant is the wife of Reland A. Johnson, of LaBarge, Lincoln County, Wyoming.

2. That affiant is the same identical person as Wilma Johnson, one of the mortgagors in that certain mortgage dated 12-15-72 and recorded February 9, 1973 in Book 103 of P. R. , Page 218, recording No. 444570 in the Office of Lincoln County Clerk in which Reland A. Johnson and Wilma A. Johnson, husband & wife, mortgaged to The First National Bank of Kemmerer, Kemmerer, Wyoming, as security for a loan in the sum of $28,000.00, the following described property, to-wit:

> That part of the N 1/2 NW 1/4 (Lot 1 and NE 1/4 NW 1/4 of section 7, Township 26 North, Range 112 West of the 6th Principal meridian, Lincoln County, State of Wyoming, lying South of the Southerly Right-of-Way line of the calpet state secondary highway, containing an area of 11.09 acres, more or less; which tract may also be described as follows: Beginning at a point on the North-South Quarter section line of said Section 7 which point is northerly, 497 feet, more or less from the southeast corner of the said NE 1/4 NW 1/4 where is found a granite stone 10" x 17" x 6" marked 1/16 on W, S, on E; thence Southerly, 497 feet more or less to the said Southeast corner of the NE 1/4 NW 1/4, thence Westerly, 1944 feet, more or less, along the south line of the said N 1/2 NW 1/4 to its intersection with the said southerly right-of-way line where is found a steel spike 3/8" x 12", thence N75° 43'E, 2006 feet, more or less, along the said southerly right-of-way line to the point of beginning. Excepting therefrom .5 acres sold to Russell Doyle on 4/14/61, and recorded on 4/14/61 in Book 48 of Photostat records at Page 551, and .5 acres sold to G. B. Oldaker and Edna Oldaker on 4/14/61, and recorded on 4/14/61 in Book 48 of photostat records at Page 554.

3. That in all the above described conveyances, Wilma Johnson is one and the same identical person as Wilma A. Johnson, the undersigned Affiant.

Dated this 22 day of March 1973

Notary

Jane Clay

Wilma A. Johnson

$4.50

RECORDED June 1, 1977 AT 9:00 A.M.
IN BOOK 136PR PAGE 415 KEMMERER, WYO.
NO. 493853 ALAN E. ZIEGLER, CLERK

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that Reland A. and Wilma A. Johnson, husband and wife, grantors, of the County of Davis, State of Utah, for the consideration of Ten Dollars and other good and valuable consideration in hand paid, the receipt whereof is hereby acknowledged, hereby CONVEY and QUITCLAIM to Discount Gas, Inc., a Wyoming corporation, c/o Donald L. Painter, Attorney at Law, Suite A, The Wyoming Building, City of Casper, County of Natrona, State of Wyoming, all interest in the following described real property, situate in the County of Lincoln in the State of Wyoming, to-wit:

> That part of the N½W¼ (Lot 1 and NE¼ NW¼) of Section 7, Township 26 North, Range 112 West of the 6th Principal Meridian, Lincoln County, State of Wyoming, lying south of the southerly right of way line of the Calpet State Secondary Highway, containing an area of 11.09 acres, more or less; which tract may also be described as follows: Beginning at a point on the north-south Mid-section line of said Section 7 which point is northerly, 497 feet more or less, from the southeast corner of said NE¼ NW¼ where is found a granite stone 10" x 17" x 6" marked 1/16 on W, ## on N; thence southerly, 497 feet more or less to the said southeast corner of the NE¼NW¼, thence westerly, 1944 feet, more or less, along the south line of the said N½NW¼ to its intersection with the said southerly right of way line where is found a steel spike 3/8" x 12", thence N75°43' E, 2006 feet, more or less, along the said southerly right of way line to the point of beginning. Excepting therefrom .5 acres sold to Russell Dove on 4/14/61, and recorded on 4/14/61 in Book 48 of Photostat Records at Page 551, and .5 acres sold to G. B. Oldaker and Edna Oldaker on 4/14/61, and recorded on 4/14/61 in Book 48 of Photostat Records at Page 554.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Dated this _____ day of November, 1976.

RELAND A. JOHNSON

WILMA A. JOHNSON

416

STATE OF UTAH)
COUNTY OF Salt Lake) SS

The foregoing instrument was acknowledged before me by Reland A. Johnson and Wilma A. Johnson, this 30 day of November, 1976.

Witness my hand and official seal.

Nana Jr Lowry
NOTARY PUBLIC

My Commission Expires:

COMMISSION EXPIRES

1977

114

$6.00

RECORDED Sept. 8, 1980 AT 9AM.
IN BOOK 168PR PAGE 114 KEMMERER, WYO.
NO 545233 ELIZABETH C. WADE CLERK

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that DISCOUNT GAS, INC., a Wyoming corporation, for good and valuable consideration by way of merger of said corporation with and into SOUTHWESTERN REFINING COMPANY, a Wyoming corporation, effective June 30, 1979, hereby Conveys and Quitclaims to said Southwestern Refining Company, c/o Donald L. Painter, Attorney at Law, Suite A, the Wyoming Building, Casper, Wyoming as registered agent, all interest in the following described real property, situate in the County of Lincoln, State of Wyoming, to-wit:

> That part of the N 1/2 W 1/4 (Lot 1 and NE 1/4 NW 1/4) of Section 7, Township 26 North, Range 112 West of the 6th Principal Meridian, Lincoln County, State of Wyoming, lying south of the southerly right of way line of the Calpet State Secondary Highway, containing an area of 11.09 acres, more or less; which tract may also be described as follows: Beginning at a point on the north-south Mid-section line of said Section 7 which point is northerly, 497 feet more or less, from the southeast corner of said NE 1/4 NW 1/4 where is found a granite stone 10" x 17" x 6" marked 1/16 on W, SS on E; thence southerly, 497 feet more or less to the said southeast corner of the NE 1/4 NW 1/4, thence westerly, 1944 feet, more or less, along the south line of the said N 1/2 NW 1/4 to its intersection with the said southerly right of way line where is found a steel spike 3/8" x 12", thence N75°43' E, 2006 feet, more or less, along the said southerly right of way line to the point of beginning. Excepting therefrom .5 acres sold to Russell Dove on 4/14/61, and recorded on 4/14/61 in Book 48 of Photostat Records at Page 551, and .5 acres sold to G. B. Oldaker and Edna Oldaker on 4/14/61, and recorded on 4/14/61 in Book 48 of Photostat Records at Page 554.

DATED as of the 30th day of June, 1979.

DISCOUNT GAS, INC.

By [signature]
Its Secretary/Treasure

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

The foregoing Quitclaim Deed was acknowledged before me by [illegible], personally known to me and known to me to be the [illegible] of Discount Gas, Inc., as the free act and deed of said corporation this [illegible] day of [illegible], 19[illegible].

Witness my hand and official seal.

NOTARY PUBLIC
Residing at: [illegible]

My Commission Expires:
[illegible]

$6.00 643

RECORDED Sept. 29, 1980 9A
IN BOOK 168PR 643 WYO.
NO. 546245 ELIZABETH C. WADE, CLERK

SUBORDINATION

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Ten Dollars ($10.00) and other good and valuable consideration, payment, receipt and sufficiency of which are hereby acknowledged, LESLIE C. MARLOWE and PAUL SZASZ hereby subordinate their mortgage interests as evidenced by the Second Mortgage Deed recorded February 25, 1977 in Book 134 PR, Page 149 as Entry No. 489704 in the official records of Lincoln County, State of Wyoming and the Third Mortgage Deed Recorded February 25, 1977 in Book 134 PR, Page 151 as Entry No. 489705 in the official records of Lincoln County, State of Wyoming to all loans or other financing transactions presently in existence or hereafter entered into by Southwestern Refining Company with any corporation including but not limited to any institutional lender and specifically as to any mortgage deed granted to Keystone Fuel Oil Company, a Deleware corporation, for the purpose of extending credit to Southwestern Refining Company. Said mortgages and subordination being with respect to that real property situated in Lincoln County, Wyoming, to-wit:

> That part of the N 1/2 W 1/4 (Lot 1 and NE 1/4 NW 1/4) of Section 7, Township 26 North, Range 112 West of the 6th Principal Meridian, Lincoln County, State of Wyoming, lying south of the southerly right of way line of the Calpet State Secondary Highway, containing an area of 11.09 acres, more or less; which tract may also be described as follows: Beginning at a point on the north-south Mid-section line of said Section 7 which point is northerly, 497 feet more or less, from the southeast corner of said NE 1/4 NW 1/4 where is found a granite stone 10" x 17" x 6" marked 1/16 on W, SS on E; thence southerly, 497 feet more or less to the said southeast corner of the NE 1/4 NW 1/4, thence westerly, 1944 feet, more or less, along the south line of the said N 1/2 NW 1/4 to its intersection with the said southerly right of way line where is found a steel spike 3/8" x 12", thence N75°43' E, 2006 feet, more or less, along the said southerly right of way line to the point of beginning. Excepting therefrom .5 acres sold to Russell Dove on 4/14/61, and recorded on 4/14/61 in Book 48 of Photostat Records at Page 551, and .5 acres sold to G. B. Oldaker and Edna Oldaker on 4/14/61, and recorded on 4/14/61 in Book 48 of Photostat Records at Page 554.

DATED this 25th day of July, 1980.

LESLIE C. MARLOWE

PAUL SZASZ

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 25th day of July, 1980, personally appeared before me LESLIE C. MARLOWE, the signer of the above instrument, who duly acknowledged to me that he executed the same.

NOTARY PUBLIC
Residing at: Salt Lake County, Utah

My Commission Expires:
3/31/81

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 25th day of July, 1980 personally appeared before me PAUL SZASZ, the signer of the above instrument, who duly acknowledged to me that he executed the same.

NOTARY PUBLIC
Residing at: Salt Lake County, Utah

My Commission Expires:
3/31/81

$4.00 May 17, 1983 AT 3P.M.
BOOK 201PR 277
NO. 597250 CLERK

WARRANTY DEED
(Special)

SOUTHWESTERN REFINING COMPANY, a Wyoming corporation, Grantor of Lincoln County, State of Wyoming for TEN DOLLARS, ($10.00), and other good and valuable consideration, in hand paid, receipt whereof is hereby acknowledged, CONVEYS AND WARRANTS against all claiming by, through, or under it to Reland Johnson and Wilma Johnson, his wife, as joint tenants with full rights of survivorship, grantees, whose address is 1313 West 1800 North, Farmington, Utah 84025, the following described real estate, situate in Lincoln County, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State to wit:

> That part of the N1/2W1/2 (Lot 1 and NE1/4 NW1/4) of Section 7, Township 26 North, Range 112 West of the 6th Principal Meridian, Lincoln County, State of Wyoming, lying south of the southerly right of way line of the Calpet State Secondary Highway, which tract may also be described as follows: Beginning at a point on the north-south Mid-section line of said Section 7 which point is northerly, 497 feet more or less, from the southeast corner of said NE1/4 NW1/4 where is found a granite stone 10" x 17" x 6" marked 1/16 on W, SS on E; thence southerly, 497 feet more or less to the said southeast corner of the NE1/4NW1/4, thence westerly, 1944 feet, more or less, along the south line of the said N1/2NW1/4 to its intersection with the said southerly right of way line where is found a steel spike 3/8" x 12", thence N 75°43'E, 2006 feet, more or less, along the said southerly right of way line to the point of beginning. Excepting therefrom .5 acres sold to Russell Dove on 4-14-1961, and recorded on 4-14-1961 in Book 48 of Photostat Records at Page 551, and .5 acres sold to G.B. Oldaker and Edna Oldaker on 4-14-1961, and recorded on 4-14-1961 in Book 48 of Photostat Records at Page 554.

WITNESS my hand this 23 day of December, 1982.

SOUTHWESTERN REFINING COMPANY

By Krista Szasz Stoker
KRISTA SZASZ STOKER
Vice-President

STATE OF UTAH)
:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me by KRISTA SZASZ STOKER, Vice President of SOUTHWESTERN REFINING COMPANY, this 23 day of December, 1982, as the free act and deed of said corporation.

NOTARY PUBLIC

My Commission Expires: 3/17/84

Residing at: Salt Lake County, Utah

May 17 278
597251

MORTGAGE DEED

RELAND JOHNSON and WILMA JOHNSON, his wife, Mortgagors, of Davis County, Utah, to secure a Promissory Note in the amount of $700,000.00 hereby mortgage to SOUTHWESTERN REFINING COMPANY, a Wyoming corporation, the Mortgagee, the following described real estate situated in Lincoln County, Wyoming, to-wit:

> That part of the N1/2W1/2 (Lot 1 and NE1/4 NW1/4) of Section 7, Township 26 North, Range 112 West of the 6th Principal Meridian, Lincoln County, State of Wyoming, lying south of the southerly right of way line of the Calpet State Secondary Highway, which tract may also be described as follows: Beginning at a point on the north-south Mid-section line of said Section 7 which point is northerly, 497 feet more or less, from the southeast corner of said NE1/4 NW1/4 where is found a granite stone 10" x 17" x 6" marked 1/16 on W, SS on E; thence southerly, 497 feet more or less to the said southeast corner of the NE1/4NW1/4, thence westerly, 1944 feet, more or less, along the south line of the said N1/2NW1/4 to its intersection with the said southerly right of way line where is found a steel spike 3/8" x 12", thence N 75°43'E, 2006 feet, more or less, along the said southerly right of way line to the point of beginning. Excepting therefrom .5 acres sold to Russell Dove on 4-14-1961, and recorded on 4-14-1961 in Book 48 of Photostat Records at Page 551, and .5 acres sold to G.B. Oldaker and Edna Oldaker on 4-14-1961, and recorded on 4-14-1961 in Book 48 of Photostat Records at Page 554.

The Mortgagors agree to pay the indebtedness hereby secured and to pay all taxes and assessments on said premises incurred or assessed after date hereof and to keep buildings thereon insured in the sum of not less than One Million Dollars ($1,000,000.00), during the life of this mortgage, in favor of and payable to the Mortgagee.

In case default shall be made in the payment of the above sum hereby secured or in the payment of the interest or other amounts due thereon or any part thereof, when the same shall become due, or in case default shall be made in any of the covenants or agreements hereof, then the whole indebtedness hereby secured shall become due and payable in accordance with the subject Promissory Note, and the Mortgagee, its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale it shall pay all sums due thereunder together

with all costs of sale and foreclosure including a reasonable attorney's fees.

The Addendum attached hereto as Exhibit A is incorporated herein by this reference.

DATED this 23 day of December, 1982.

RELAND JOHNSON

WILMA JOHNSON

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

On the 23 day of December, 1982, personally appeared before me RELAND JOHNSON and WILMA JOHNSON, his wife, signers of the foregoing Mortgage Deed, and being first duly sworn acknowledged to me that they executed the same.

NOTARY PUBLIC

My Commission Expires: 3/29/84

Residing at: Salt Lake County, Utah

EXHIBIT A

ADDENDUM TO MORTGAGE

TO PROTECT THE SECURITY OF THIS MORTGAGE, MORTGAGOR AGREES:

1. Maintenance of Property. To keep said Property in good condition and repair; not to remove or demolish any buildings thereon; to complete or restore promptly and in good workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said Property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said Property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune, and do all other acts which from the character or use of said Property may be reasonably necessary, the specific enumerations herein not excluding the general; and to allow Beneficiary to inspect the Property at all reasonable times during the term hereof.

2. Hazard Insurance Coverage. To keep the improvements now existing or hereafter erected on the Property insured against loss by fire, or hazards included within the terms "extended coverage", and all risk coverage, and such other hazards, in such amounts and for such periods during the term of the Promissory Note and any extensions thereof and until a Release of Mortgage of the Property by the Mortgagee is filed for record in the Lincoln County Recorder's office. The insurance required under this Mortgage shall include coverage commonly referred to as "all-risk coverage", which shall cover loss or damage to the Property which results from wind, fire, vandalism, lightening, storm damage and similar causes in an amount equal to the full replacement value of the improvements constructed and to be

$16.00 May 17, 1983 AT 3P M.
201PR
NO. 597252 ELIZABETH S. WADE, CLERK

ASSIGNMENT OF RENTS, PROFITS AND MANAGEMENT
AS COLLATERAL AND SECURITY

THIS ASSIGNMENT, is made and entered into this 23 day of December, 1982, by RELAND and WILMA JOHNSON, jointly and severally (hereinafter referred to as "Owner"), and SOUTHWESTERN REFINING COMPANY, a Wyoming corporation, (hereinafter referred to as "Company"),

W I T N E S S E T H:

FOR AND IN CONSIDERATION of the Agreement for purchase and sale of assets between Owner and Company payment of which is evidenced by a Promissory Note in the principal amount of Seven Hundred Thousand Dollars, ($700,000.00), (hereinafter termed the "Note"), which Note is secured by a Deed of Trust and other instruments of security on real and personal property (hereinafter collectively referred to as the "Documents") and as part of the consideration for the making of said Agreement secured by said Trust Deed, and the Documents, the undersigned, owner of the real property in Davis County, State of Utah, and Lincoln County, State of Wyoming, encumbered or to be encumbered by said Trust Deed and the Documents and described on Exhibit A attached hereto and incorporated herein by this reference, together with all improvements thereon (hereinafter termed the "Subject Property"), hereby sells, assigns, transfers and sets over to the Company, its successors and assigns, all of the rents, issues and profits due or to become due, on and from the Subject Property, the subject of the Trust Deed and the Mortgage which forms part of the Documents and hereby transfers and sets over to the Company, its successors and assigns, all leases, tenancies and contracts, oral and written, now or hereafter existing, in connection with the Subject Property as collateral and security for the repayment of said Note. In the event of the default of the Owner in the repayment of said Note or the Owner's performance under any instrument given to secure the repayment of said Note, the Company is hereby given full power and authority but shall not be obligated to operate, maintain, manage and

lease the Subject Property or any part thereof, to take possession thereof in its own name or the name of an agent or in the name of Owner, to collect all of the rents, issues and profits, and apply any sums realized as hereinafter set forth. The Owner expressly authorizes tenants, lessees, and all others having any interest in or occupancy of the Subject Property to pay to the Company or its order all sums due, or to become due, under leases, contracts and agreements, heretofore or hereafter made in connection with the Subject Property, and the Company is hereby authorized to give, for and in behalf of Owner, full receipt and acquittance for any payment so made.

The Company is further authorized, but shall not be obligated, to pay taxes, assessments and charges on the Subject Property, insure, repair and/or improve the buildings located thereon, and expend such sums as may be necessary to defend the title, or property, or use thereof, or recover rents and profits or protect rental rights and/or make such other expenditures for the maintenance and improvement of the Subject Property as it may in its sole discretion deem necessary, proper or expedient. The Company may, but shall not be obligated to advance funds for any of the above purposes and any amount so advanced shall be a first and prior claim on the rents and profits realized from the Subject Property, and shall be repaid to the Company before any distribution as hereinafter set forth is implemented. Should the rents and profits be insufficient to pay advances so made by the Company, any unpaid balance shall become a part of the debt and obligations secured by the said Trust Deed and the Documents and shall bear interest at the rate of twenty-one percent (21%) per annum from date of advancement until paid both before and after judgement. The Owner shall pay such advancements with interest as aforesaid to the Company in addition to any amount necessary to pay and satisfy any judgment against the Owner and in favor of the Company arising from the Owner's default under the terms of the Note, Trust Deed or any of the Documents including interest, costs and reasonable attorneys'

fees. The Company shall be entitled to retain possession of the Subject Property until such advancements and interest thereon are fully paid.

It is further agreed that the Company shall be required to account for only such rentals and profits or other payments as are actually collected by the Company. Nothing herein contained shall be deemed to create any liability on the part of the Company for its failure to rent or lease the Subject Property or any part thereof, or for failure to make collections of rentals on lease payments, or for failure to do any of the things which are authorized herein. This instrument is a grant of rights and privileges to the Company and shall not be held to create any duties or liabilities on or to the Company except as herein expressly provided.

It is further understood and agreed that the Company shall, in the exercise of its control and management of the Subject Property, be deemed the agent of Owner and shall not be liable for any damage to any person or property where such damage arises out of the operation of, or in connection with, the Subject Property.

It is further understood and agreed that the acceptance by the Company of any payment or performance under any lease or other contract with reference to the Subject Property, from any tenant or other person, shall not waive or modify any of the rights of the Company under the Trust Deed or the Documents against such tenant or person.

This Assignment shall remain in full force and effect so long as the indebtedness secured by the Trust Deed and the Documents or any extension or renewal of the Note secured thereby remains unpaid and, in the event of foreclosure or Trustee's sale, during any period of redemption and until the recording of the deed issued pursuant to such foreclosure or sale and until delivery of actual possession of the Subject Property to the grantee in such deed. This Assignment shall not affect the Owner's right to redeem the Subject Property from foreclosure sale; but such redemption shall not terminate this

Assignment unless and until said debt or any judgment rendered thereon, including interest, costs, expenses, reasonable attorneys' fees and any advancements made by the Company, with interest as aforesaid, have been fully paid.

The provisions of this Assignment are a covenant running with the land herein described and shall bind all persons hereafter acquiring any interest in the Subject Property; and it is expressly agreed that this Assignment and grant of rights and powers is coupled with an interest.

Any amount received or collected by the Company by virtue of this Assignment shall be applied by the Company in its sole discretion as follows:

1. To the repayment to Company of any and all amounts advanced by the Company under the terms of this Assignment, together with interest at the rate of twenty-one percent (21%) per annum on the respective advancements from the date of the same.

2. To the payment of taxes, assessments and charges and the expense of insurance, repairs to and improvements on the Subject Property, provided, however, the Company shall not be obligated to maintain insurance on or make repairs to and/or improvements on the Subject Property.

3. To the payment of all other necessary expenses of the management, protection and/or preservation of the Subject Property.

4. To the payment of all amounts due or to become due under the Note, Trust Deed and the Documents or any extension or renewal thereof and/or to the payment of any judgment rendered thereon together with interest, costs and expenses, including reasonable attorneys' fees.

5. The excess, if any, after full payment of the foregoing shall be paid to the then Owner of record of the Subject Property.

It is understood that this Assignment is additional collateral and security for the payment of the debt secured by the Trust Deed and the Documents as evidenced by said Note and shall not be deemed to be payment thereof except as to funds actually received by Company as and

when applied as such payment; nor shall this Assignment be deemed a waiver of any default occurring hereafter in the full performance of the conditions of the Trust Deed or the Documents; nor shall the application of any funds received by the Company under this Assignment and applied to cure such default in any manner waive such default or prevent foreclosure, the Company hereby expressly reserving all of its rights, options and privileges under the Trust Deed, the Documents and said Note as fully as though this Assignment had not been entered into.

The Company shall not be liable for any act or failure to act under the terms of this Assignment, except for willful misconduct or gross negligence, nor shall the Company be liable for the act or omission of any agent of the Company if the Company shall have used reasonable care in the selection and appointment of such agent.

Notwithstanding the execution of this Assignment of Rents, Profits and Management as Collateral and Security and a present and executed grant of the powers and authority hereinbefore granted to the Company, it is agreed that until default occurs in the performance of the terms and conditions of the Trust Deed, the Documents and/or the Note secured thereby, the Owner shall be permitted to collect and retain said rents, issues and profits, provided, however, that if a petition in bankruptcy is filed by or against the Owner or if any proceedings are instituted for the reorganization of the Owner or the adjustment of the obligations of the Owner, or if the Owner makes any assignment for the benefit of creditors, or if an application for a Receiver is filed by or against the Owner which will or may affect the Subject Property, then, upon the occurrence of any one or more of such events, the Company shall have the right to the management and control of the Subject Property and to collect the rents, issues and profits under this Assignment, whether or not the Owner is in default under the Note, Trust Deed, the Documents or any other instrument given to secure the repayment of the indebtedness evidenced by the Promissory Note.

This Assignment shall not be terminated, except as herein provided, nor shall the same be altered, modified or amended, except by written agreement executed between the parties hereto.

This Assignment shall be binding on and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns and shall be interpreted under the laws of the State of Utah.

IN WITNESS WHEREOF, the parties have executed this instrument the day and year first above written.

RELAND JOHNSON

WILMA JOHNSON

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On this 23 day of December, 1982, personally appeared before me RELAND JOHNSON and WILMA JOHNSON, who being by me first duly sworn did acknowledge to me that they executed the above Assignment of Rents, Profits and Management as Collateral and Security.

Notary Public

My Commission Expires:
5-22-84

Residing at:
Salt Lake County

EXHIBIT A

Legal Description, Lincoln County, Wyoming: (Refining Plant)

That part of the N1/2W1/2 (Lot 1 and NE1/4 NW1/4) of Section 7, Township 26 North, Range 112 West of the 6th Principal Meridian, Lincoln County, State of Wyoming, lying south of the southerly right of way line of the Calpet State Secondary Highway, which tract may also be described as follows: Beginning at a point on the north-south Mid-section line of said Section 7 which point is northerly, 497 feet more or less, from the southeast corner of said NE1/4 NW1/4 where is found a granite stone 10" x 17" x 6" marked 1/16 on W, SS on E; thence southerly, 497 feet more or less to the said southeast corner of the NE1/4NW1/4, thence westerly, 1944 feet, more or less, along the south line of the said N1/2NW1/4 to its intersection with the said southerly right of way line where is found a steel spike 3/8" x 12", thence N 75°43'E, 2006 feet, more or less, along the said southerly right of way line to the point of beginning. Excepting therefrom .5 acres sold to Russell Dove on 4-14-1961, and recorded on 4-14-1961 in Book 48 of Photostat Records at Page 551, and .5 acres sold to G.B. Oldaker and Edna Oldaker on 4-14-1961, and recorded on 4-14-1961 in Book 48 of Photostat Records at Page 554.

Legal Description, Davis County, Utah: (Bulk Plant)

Beginning on the North line of a 66 foot street at a point which lies 1325.65 feet South and 2559.31 feet West from the East quarter corner of Section 26, Township 2 North, Range 1 West, Salt Lake Base and Meridian, and running thence West 30.75 feet; thence North 708.08 feet; thence North 89°21' East 30.75 feet; thence South 708.77 feet to the point of beginning.

Beginning on the North line of a 66 foot street at a point which lies 1325.65 feet South and 2590.06 feet West from the East quarter corner of Section 26, Township 2 North, Range 1 West, Salt Lake Base and Meridian, and running thence West 61.56 feet; thence North 707.39 feet; thence North 89°21' East 61.56 feet; thence South 708.08 feet to the point of beginning.

Beginning on the North line of a 66 foot street at a point which lies 1325.65 feet South and 2651.62 feet West from the East quarter corner of Section 26, Township 2 North, Range 1 West, Salt Lake Base and Meridian, and running thence West 61.62 feet; thence North 706.70 feet; thence North 89°21' East 61.62 feet; thence South 707.39 feet to the point of beginning.

Beginning on the North line of a 66 foot street at a point which lies 1325.65 feet South and 2713.24 feet West from the East quarter corner of Section 26, Township 2 North, Range 1 West, Salt Lake Base and Meridian, and running thence West 61.68 feet; thence North 706.01 feet; thence North 89°21' East 61.68 feet; thence South 706.70 feet to the point of beginning.

Beginning on the North line of a 66 foot street at a point which lies 1325.65 feet South and 2774.92 feet West from the East quarter corner of Section 26, Township 2 North, Range 1 West, Salt Lake Base and Meridian, and running thence West 30.87 feet; thence North 705.32 feet; thence North 89°21' East 30.87 feet; thence South 706.01 feet to the point of beginning.

Recorded at request of Sessions & Moore Fee Paid $ 11.50
Date MAR 7 1984 at 12:10 PM CAROL DEAN PAGE Recorder Davis County
By Grace Van Sweden Deputy Book 981 Page 114

ASSIGNMENT

666012

S½-26-27-120
NE-11-37-120

KNOW ALL MEN BY THESE PRESENTS:

That for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SOUTHWESTERN REFINING COMPANY hereby assigns, transfers and sets over to Cayman Overseas Bank & Trust, Co., Ltd., all its right, title and interest in and to the following:

1. That certain Promissory Note (secured by Deed of Trust) executed by Reland Johnson and Wilma Johnson, husband and wife, and payable to Southwestern Refining Company or Order dated the 23rd day of December, 1982, in the principal sum of Seven Hundred Thousand Dollars ($700,000.00) together with interest thereon at the rate of Ten Percent (10%) per annum.

2. That certain Mortgage Deed executed by Reland Johnson and Wilma Johnson, husband and wife, as Mortgagors, of Davis County, State of Utah, to Southwestern Refining Company, as Mortgagee, dated the 23rd day of December, 1982, and recorded in the office of the Lincoln County Recorder, State of Wyoming, which Mortgage Deed convered certain real property situated in the described as follows, to wit:

That part of the N1/2W1/2 (lot 1 and NE1/4 NW1/4) of Section 7, Township 26 North, Range 112 West of the 6th Principal Meridian, Lincoln County, State of Wyoming, lying south of the southerly right of way line of the Calpet State Secondary Highway, which tract may also be described as follows: Beginning at a point on the north-south Mid-section line of said Section 7 which point is northerly, 497 feet more or less, from the southeast corner of said NE1/4 NW1/4 where is found a granite stone 10" x 17" x 6" marked 1/16 on W, SS on E; thence southerly, 497 feet more or less to the said southeast corner of the NE1/4 NW1/4, thence westerly, 1944 feet, more or less, along the south line of the said N1/2 NW1/4 to its intersection with the said southerly right of way line where is found a steel spike 3/8" x 12", thence N 75°43'E, 2006 feet, more or less, along the said southerly right of way line to the point of beginning. Excepting therefrom .5 acres sold to Russell Dove on 4-14-1961, and recorded on 4-14-1961 in Book 48 of Photostat Records at Page 551, and .5 acres sold to G.B. Oldaker and Edna Oldaker on 4-14-1961, and recorded on 4-14-1961 in Book 48 of Photostat Records at Page 554.

Platted ☐ Abstracted ☐
On Margin ☐ Indexed ☐
Compared ☐ Entered ☑

$12.00

RECORDED May 4, 1984 AT 9 A.M.
IN BOOK 213 PR PAGE 317 KEMMERER, WYO.
NO. 615123 ELIZABETH C. WADE, CLERK

3. That certain Trust Deed with Assignment of Rents executed by Reland Johnson and Wilma Johnson, husband and wife, as Trustor, Roy B. Moore, as Trustee, and Southwestern Refining Company, as Beneficiary, dated the 23rd day of December, 1982 and recorded in the Office of the Davis County Recorder, which Deed of Trust covers certain real property situated in the County of Davis, State of Utah, and more particularly described as follows, to-wit:

Parcel 1: (Bulk Plant, Davis County),

06-077-0017 SE-26

Beginning on the North line of a 66 foot street at a point which lies 1325.65 feet South and 2559.31 feet West from the East quarter corner of Section 26, Township 2 North, Range 1 West, Salt Lake Base and Meridian, and running thence West 30.75 feet; thence North 708.08 feet; thence North 89°21' East 30.75 feet; thence South 708.77 feet to the point of beginning.

0016 SE-26

Beginning on the North line of a 66 foot street at a point which lies 1325.65 feet South and 2590.06 feet West from the East quarter corner of Section 26, Township 2 North, Range 1 West, Salt Lake Base and Meridian, and running thence West 61.56 feet; thence North 707.39 feet; thence North 89°21' East 61.56 feet; thence South 708.08 feet to the point of beginning.

0015 SE½-26

Beginning on the North line of a 66 foot street at a point which lies 1325.65 feet South and 2651.62 feet West from the East quarter corner of Section 26, Township 2 North, Range 1 West, Salt Lake Base and Meridian, and running thence West 61.62 feet; thence North 706.70 feet; thence North 89°21' East 61.62 feet; thence South 707.39 feet to the point of beginning.

0014 SW-26

Beginning on the North line of a 66 foot street at a point which lies 1325.65 feet South and 2713.24 feet West from the East quarter corner of Section 26, Township 2 North, Range 1 West, Salt Lake Base and Meridian, and running thence West 61.68 feet; thence North 706.01 feet; thence North 89°21' East 61.68 feet; thence South 706.70 feet to the point of beginning.

0013 SW-26

Beginning on the North line of a 66 foot street at a point which lies 1325.65 feet South and 2774.92 feet West from the East quarter corner of Section 26, Township 2 North, Range 1 West, Salt Lake Base and Meridian, and running thence West 30.87 feet; thence North 705.32 feet; thence North 89°21' East 30.87 feet; thence South 706.01 feet to the point of beginning.

Parcel 2: (Johnson Residence, Davis County):

08-032-0024

Beginning on the center of an old abandoned road at a point 2936.28 feet North and 1240.09 feet West and South 88°53' West 105.73 feet along said center line from the Southeast corner of Section 11, Township 3 North, Range 1 West, Salt Lake Meridian, and running thence South 88°53' West 300.0 feet along said center line to the Southeasterly line of another road; thence North 43°51' East 268.55 feet along said street; thence South 31°15'15" East 219.53 feet to the point of beginning.

4. That certain Security Agreement executed by and between Reland Johnson and Wilma Johnson, husband and wife, as Debtor, and Southwestern Refining Company, as Creditor, dated the 23rd day of December, 1982, and filed with the office of the Lt. Governor/Secretary of State, State of Utah, which Security Agreement was also filed and recorded in the office of the Davis County Recorder, which Security Agreement was also filed and recorded in the office of the Lincoln County Recorder, State of Wyoming, which Security Agreement was also filed and recorded in the office of the Secretary of State, State of Wyoming, and which Security Agreement covers certain collateral described therein which collateral is more particularly described as follows:

> All machinery, equipment, appliances and fixtures now or hereafter installed, placed or replacement as a substitution for said existing personal property by debtor in the real properties located in Davis County, Utah and Lincoln County, Wyoming, more particularly described in Exhibit A attached hereto and incorporated herein by this reference, for the production, refining, mixing, blending, storing, or otherwise dealing in oil and oil products, for the generation and distribution of air, water, heat, electricity, light, fuel or refrigeration, or for ventilating or air-conditioning purposes, or for sanitary or drainage purposes, or for the exclusion of vermin or insects, or for the removal of dust, refuse or garbage, and including all awnings, window shades, drapery rods and brackets, screens, floor coverings, incinerators, carpeting and all furniture and fixtures used in the operation of the buildings together with all additions to, substitutions for, changes in or replacements of the whole or any part of any or all of said articles of property.

5. That certain Uniform Commercial Code Financing Statement, Form UCC-1, executed by and between Reland Johnson and Wilma Johnson, husband and wife, as Debtor, and Southwestern Refining Company, as Secured Party, filed in the office of the

Lt. Governor/Secretary of State, State of Utah, and filed and recorded in the office of the County Recorder of Davis County, State of Utah, which Uniform Commercial Code Financing Statement Form, UCC-1 was also filed in the office of the Secretary of State, State of Wyoming, and filed and recorded in the office of the County Recorder of Lincoln County, State of Wyoming.

6. That certain Assignment of Rents, Profits and Management as collateral and security dated the 23rd day of December, 1982, by and between Reland Johnson and Wilma Johnson, jointly and severally, as Assignors, and Southwestern Refining Company, as Assignee.

7. That certain Lease Estoppel Certificate and Subordination Agreement dated the 23rd day of December, 1982 executed by Johnson Oil Company, Inc., as Tenant, and accepted by Southwestern Refining Company.

8. That certain Pledge of Diamonds dated December 23, 1982 by and between Reland Johnson and Wilma Johnson, husband and wife, and Johnson Oil Company, Inc., therein collectively termed the "Pledgors" and Southwestern Refining Company, therein termed the "Pledgee".

9. That certain Purchase and Sale Agreement by and between Southwestern Refining Company, as Seller, and Wilma and Reland Johnson, as Buyers, dated December 23, 1982.

10. That certain Guaranty Agreement dated December 23, 1982 by Johnson Oil Company, Inc. as Guarantor, and Southwestern Refining Company, as Beneficiary.

Copies of the above-described executed documents are attached hereto as Exhibits 1 - 9, respectively, and by this reference expressly incorporated herein.

DATED THIS 20th day of June, 1983.

SOUTHWESTERN REFINING COMPANY

By Krista S. Stoker

Its Vice President.

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On this 20th day of June, 1983, personally appeared before me KRISTA SZASZ STOKER, who being by me first duly sworn, did say

that she is the Vice President of SOUTHWESTERN REFINING COMPANY, a Wyoming corporation, and that the foregoing instrument was signed on behalf of said corporation pursuant to the Articles of Incorporation of said company and acknowledged to me that she executed the same for and on behalf of said Corporation.

Robert E. Woodcock
Notary Public
Residing at:
Salt Lake City, Utah

My Commission Expires:
September 17, 1985

$28.00

RECORDED ... January 17, 1986 AT 9a.m.
IN BOOK ... 235PR PAGE ... RIVERTON, WYO.
NO. 649152 ELIZABETH C. WADE, CLERK

PROMISSORY NOTE

DATE: 16th Day of December, 1985

FOR VALUE RECEIVED, the undersigned RELAND A JOHNSON of P.O. Box 652, Farmington, Utah, 84025, d.b.a. RELAND JOHNSON PETROLEUM of P.O. Box 125, LaBarge, Wyoming, Calpet Road, LaBarge, Wyoming ("MAKER"), hereby promises to pay to the order of Silver Eagle Oil, Inc., a Wyoming Corporation, ("PAYEE") at P.O. Box 609, East Highway 90, Jennings, Louisiana 70546, or at such other place as the holder hereof may designate from time to time in writing, in lawful money of the United States of America the sum of FIFTEEN THOUSAND DOLLARS ($15,000.00).

PAYMENT: MAKER hereby unconditionally agrees to pay PAYEE $10,000.00 of the above stated $15,000.00 indebtedness on April 11, 1986 and the above remaining balance of $5,000.00 on September 13, 1986.

PREPAYMENT: MAKER may make payments to the above stated indebtedness at any time; all sums received shall be applied to the first $10,000.00 payment due on April 11, 1986 and then to the remaining payment balance of $5,000.00 due on September 13, 1986.

COLLATERAL AND SECURITY: This NOTE is secured by the security interest and provisions of a certain Security Agreement of even date herewith ("SECURITY AGREEMENT"), executed by MAKER and PAYEE covering certain goods, to-wit: all the inventory of Wyoming Sweet Crude Oil and Unleaded Gas as more fully described in Exhibit "B" of the SECURITY AGREEMENT, and by the Polar brand semi-trailer tanker Model SB6E1, SN 1 PMA 24420B1005578, as more fully described in Exhibit "C" of the SECURITY AGREEMENT, which security agreement as to the same shall be secondary and inferior to that held by Cayman Overseas Trust Co. Ltd.

Silver Eagle Oil, Inc. by [signature]

[signature] Reland Johnson

REPRESENTATIONS AND WARRANTIES: MAKER represents and warrants that the instruments and documents subject to this NOTE, as referred to hereinabove, and the goods and equipment secured thereby are not now mortaged, assigned, pledged, or encumbered. MAKER further agrees that he shall not, without the prior written consent of Silver Eagle Oil, Inc., alienate or sell or create, incur, assume, or suffer to exist any liens, security interests or other charge or encumbrance of any kind upon or with respect to the above-referenced collateral and security and to the extent any such encumbrance is deemed under applicable law to include all or a portion of the above referenced collateral and security. MAKER agrees that the lien of this SECURITY AGREEMENT shall be superior in all respects to suchencumbrance.

EVENTS OF DEFAULT: The following shall constitute a

default by the MAKER hereunder, to-wit:

(a) The failure of MAKER to pay the sum due under this NOTE, as and when due; or

(b) The failure in any material respect to perform in a timely fashion any of its obligations herein; or

(c) Any representation of MAKER shown to be untrue or incorrect in any material respect; or

(d) A petition is filed seeking MAKER bankrupt; or

(e) MAKER hereof makes a general assignment for the benefit of creditors; or

(f) MAKER becomes insolvent; or

(g) MAKER suffers the appointment of a receiver; or

(h) Waste or destruction of collateral and security.

Then, in any such event, the MAKER agrees that the entire balance owing hereunder shall, at the option of the HOLDER hereof and without presentment, notice, or demand of any kind, become immediately due and payable. MAKER also agrees to enforcement of payment upon the NOTE by execution upon and foreclosure of the SECURITY AGREEMENT.

NOTICE: Any notice or communication hereunder shall be in writing addressed to the following:

Roland A. Johnson
P.O. Box 652
Farmington, UT 84025

Silver Eagle Oil, Inc.
Attention: Richard D. Dodd
P.O. Box 609
East Highway 90
Jennings, LA 70546

COSTS AND ATTORNEYS' FEES: In case the NOTE should be placed in the hands of an attorney to institute legal proceedings to recover the amount thereof or any part thereof, or to protect the interests of the HOLDER(S) thereof, or in case the same should be placed in the hands of an attorney for collection, compromise or any other action, MAKER hereby agrees to pay all costs and expenses. All such costs and expenses shall constitute additional indebtedness of MAKER which MAKER promises to pay upon demand and which is secured by the above-referenced SECURITY AGREEMENT.

WAIVER:

(a) No waiver of any default shall operate as a waiver of any further default whether of like or different character; and

(b) The MAKER hereof waives presentment for payment, protest, demand of any kind.

REMEDIES: No remedy conferred herein upon PAYEE on

any HOLDER here of is intended to be exclusive of any other remedy, and each such remedy shall be cummulative and shall be in addition to every other remedy give hereunder, or now or here-after existing at law or in equity. No course of dealing between MAKER and PAYEE or any holder hereof in exercising any right hereunder shall operate as a waiver of any rights of PAYEE or any HOLDER.

CHOICE OF LAW: This NOTE shall be governed by and constructed in accordance with the laws, including the Uniform Commercial Code, of Wyoming, United States of America.

SUCCESSORS AND ASSIGNS: The terms and conditions of this NOTE shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the partieshereto have executed the NOTE this 16th day of DECEMBER, 1985.

WITNESSES:

MAKER:
BY:

Silver Eagle Oil, Inc.
PAYEE
BY:
Stephen Cole
Assistant Vice-President

SECURITY AGREEMENT
(NON-POSSESSORY COLLATERAL)

This Security Agreement ("AGREEMENT") made and entered into this 16th day of December, 1985, by and between RELAND A. JOHNSON (DEBTOR) and SILVER EAGLE OIL, INC., a Wyoming corporation (SECURED PARTY).

RECITALS:

A. DEBTOR declares that he is justly and truely indebted to SECURED PARTY pursuant to the terms of a certain Promissory Note ("NOTE") executed of even date herewith, a copy of which is attached hereto, marked as Exhibit "A".

B. DEBTOR desires to grant SECURED PARTY a security interest in the following-described property (hereinafter collectively referred to as the "COLLATERAL"):

1. Any and all inventory now or hereafter contained on, utilized in connection with, or acquired in conjunction with the following described property: RELAND A. JOHNSON d.b.a. RELAND JOHNSON PETROLEUM (refining and marketing), Calpet Road, LaBarge Lincoln County, Wyoming including but not limited to the property described in Exhibit "B" attached hereto ("GOODS"); and

2. The property described in Exhibit "C" attached hereto ("EQUIPMENT").

WITNESSTH:

NOW, THEREFORE, in consideration of the mutual promises and obligations herein contained and for good and valuable consideration, the receipt and sufficency of which is hereby acknowledged, the parties agree as follows:

SECURITY INTEREST. DEBTOR hereby grants to SECURED PARTY payment of indebtedness evidenced by that NOTE (Exhibit "A") executed on even date herewith, a security interest in the COLLATERAL and any proceeds therefrom until the NOTE has been paid in full. It being intended that the security interest of this AGREEMENT shall cease as to the GOODS (Exhibit "B") which is disposed of, pursuant to the Written Consent executed by SECURED PARTY on an even date herewith, by the DEBTOR up to the

time of foreclosure, but shall attach to the purchases made by DEBTOR to supply the place of such property disposed of and to other after acquired additions to said masses of GOODS.

USE OF COLLATERAL. DEBTOR may retain possession of the COLLATERAL, until default, under the NOTE secured hereby or the terms of this AGREEMENT.

EVENTS OF DEFAULT. DEBTOR shall be in default under this AGREEMENT upon the happening of any of the following events or conditions:

1. Default in the due payment, performance, or observance of any of the terms and conditions of the NOTE secured hereby;

2. Any event which results in the acceleration of the maturity of the NOTE; or

3. The seizure or taxing of any of the COLLATERAL by any governmental or similar authority, or the issuance of a writ, order of attachment, or garnishment with respect thereto.

REMEDIES. In the event of any EVENTS OF DEFAULT, the NOTE, at the option of the SECURED PARTY, shall ipso facto mature and become immediately due and payable, anything therein contained to the contrary notwithstanding. Also, in the event of any EVENTS OF DEFAULT, the SECURED PARTY shall have all the rights and remedies of a SECURED PARTY under the Wyoming Uniform Commercial Code and this Agreement. These rights/provisions include, but are not limited to:

A. The right to require the DEBTOR to assemble the COLLATERAL, together with any additions, accessions, and replacements/substitutions thereto, and make it available to the SECURED PARTY at a place designated thereby which is reasonably convenient to both parties,

B. Permission granted hereby to peaceable enter premises to reposses the COLLATERAL,

C. The right, after repossession, to dispose of the COLLATERAL in any commercially reasonable manner, and

D. The right, after disposition, to hold DEBTOR liable, within the limits of the law, for any deficiency remaining between

1. proceeds realized by the SECURED PARTY after disposition and 2. amounts of all obligations secured hereby plus costs, including, but not limited to, any reasonable expenses of retaking, holding, preparing, and disposing of the COLLATERAL and any reasonable legal expenses incurred by the SECURED PARTY to enforce obligations secured hereby or this AGREEMENT.

CHOICE OF LAW. This NOTE shall be governed by and constructed in accordance with the laws, including the Uniform Commerical Code of Wyoming, United States of America.

WAIVER. No failure by the SECURED PARTY, or any legal holder hereof, to enforce any one right set forth herein nor the granting of any extension of time nor taking of additional COLLATERAL, nor partial release of COLLATERAL 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.

SUCCESSORS AND ASSIGNS. The AGREEMENT shall bind the respective executors, administators, distributees, successors, and assigns of the DEBTOR and the SECURED PARTY.

INSURANCE. DEBTOR agrees to have and maintain the COLLATERAL constantly insured against risks of theft, damage, fire and other such hazards up to the full insurable value of the COLLATERAL with loss payee clauses in favor of SECURED PARTY.

MAINTENANCE OF COLLATERAL. DEBTOR will maintain the COLLATERAL in good condition and repair and will pay and discharge all taxes, levies and other impositions levied thereon as well as the cost of repairs to or maintenance of the same and will not permit anything to be done that may impair the value of any of the COLLATERAL; if DEBTOR fails to pay such sums, SECURED PARTY may do so for DEBTOR'S account, adding the amount hereof to the other amounts secured hereby.

IN WITNESS WHEREOF, the parties hereto have executed this SECURITY AGREEMENT this 16th day of December, 1985.

WITNESS:

"DEBTOR"

By: _____
RELAND A. JOHNSON

"SECURED PARTY"
SILVER EAGLE OIL, INC.

By: _____
STEPHEN COLE
ASSISTANT VICE-PRESIDENT

EXHIBIT "A"
PROMISSORY NOTE

DATE: 10th Day of December 1985

FOR VALUE RECEIVED, the undersigned RELAND A JOHNSON of P.O. Box 652, Farmington, Utah, 84025, d.b.a. RELAND JOHNSON PETROLEUM of P.O. Box 125, LaBarge, Wyoming, Calpet Road, LaBarge, Wyoming ("MAKER"), hereby promises to pay to the order of Silver Eagle Oil, Inc., a Wyoming Corporation, ("PAYEE") at P.O. Box 609, East Highway 90, Jennings, Louisiana 70546, or at such other place as the holder hereof may designate from time to time in writing, in lawful money of the United States of America the sum of FIFTEEN THOUSAND DOLLARS ($15,000.00).

PAYMENT: MAKER hereby unconditionally agrees to pay PAYEE $10,000.00 of the above stated $15,000.00 indebtedness on April 11, 1986 and the above remaining balance of $5,000.00 on September 13, 1986.

PREPAYMENT: MAKER may make payments to the above stated indebtedness at any time; all sums received shall be applied to the first $10,000.00 payment due on April 11, 1986 and then to the remaining payment balance of $5,000.00 due on September 13, 1986.

COLLATERAL AND SECURITY: This NOTE is secured by the security interest and provisions of a certain Security Agreement of even date herewith ("SECURITY AGREEMENT"), executed by MAKER and PAYEE covering certain goods, to-wit: all the inventory of Wyoming Sweet Crude Oil and Unleaded Gas as more fully described in Exhibit "B" of the SECURITY AGREEMENT, and by the Polar brand semi-trailer tanker Model SB6E., SN 1 PMA 24420B1005578, as more fully described in Exhibit "C" of the SECURITY AGREEMENT.

REPRESENTATIONS AND WARRANTIES: MAKER represents and warrants that the instruments and documents subject to this NOTE, as referred to hereinabove, and the goods and equipment secured thereby are not now mortaged, assigned, pledged, or encumbered. MAKER further agrees that he shall not, without the prior written consent of Silver Eagle Oil, Inc., alienate or sell or create, incur, assume, or suffer to exist any liens, security interests or other charge or encumbrance of any kind upon or with respect to the above-referenced collateral and security and to the extent any such encumbrance is deemed under applicable law to include all or a portion of the above referenced collateral and security. MAKER agrees that the lien of this SECURITY AGREEMENT shall be superior in all respects to suchencumbrance.

EVENTS OF DEFAULT: The following shall constitute a default by the MAKER hereunder, to-wit:

(a) The failure of MAKER to pay the sum due under this NOTE, as and when due; or

(b) The failure in any material respect to perform in a timely fashion any of its obligations herein; or

(c) Any representation of MAKER shown to be untrue or incorrect in any material respect; or

(d) A petition is filed seeking MAKER bankrupt; or

(e) MAKER hereof makes a general assignment for the benefit of creditors; or

(f) MAKER becomes insolvent; or

(g) MAKER suffers the appointment of a receiver; or

(h) Waste or destruction of collateral and security.

Then, in any such event, the MAKER agrees that the entire balance owing hereunder shall, at the option of the HOLDER hereof and without presentment, notice, or demand of any kind, become immediately due and payable. MAKER also agrees to enforcement of payment upon the NOTE by execution upon and foreclosure of the SECURITY AGREEMENT.

NOTICE: Any notice or communication hereunder shall be in writing addressed to the following:

Roland A. Johnson
P.O. Box 652
Farmington, UT 84025

Silver Eagle Oil, Inc.
Attention: Richard D. Dodd
P.O. Box 609
East Highway 90
Jennings, LA 70546

COSTS AND ATTORNEYS' FEES: In case the NOTE should be placed in the hands of an attorney to institute legal proceedings to recover the amount thereof or any part thereof, or to protect the interests of the HOLDER(S) thereof, or in case the same should be placed in the hands of an attorney for collection, compromise or any other action, MAKER hereby agrees to pay all costs and expenses. All such costs and expenses shall constitute additional indebtedness of MAKER which MAKER promises to pay upon demand and which is secured by the above-referenced SECURITY AGREEMENT.

WAIVER:

(a) No waiver of any default shall operate as a waiver of any further default whether of like or different character; and

(b) The MAKER hereof waives presentment for payment, protest, demand of any kind.

REMEDIES: No remedy conferred herein upon PAYEE or any HOLDER hereof is intended to be exclusive of any other remedy, and each such remedy shall be cummulative and shall be in addition to every other remedy give hereunder, or now or here-after existing at law or in equity. No course of dealing between MAKER and PAYEE or any holder hereof in exercising any right hereunder shall operate as a waiver of any rights of PAYEE or any HOLDER.

CHOICE OF LAW: This NOTE shall be governed by and constructed in accordance with the laws, including the Uniform Commercial Code, of Wyoming, United States of America.

SUCCESSORS AND ASSIGNS: The terms and conditions of this NOTE shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed the NOTE this 16th day of DECEMBER, 1985.

WITNESSES:

_____

_____

MAKER:

BY: _____
Roland A. Johnson

Silver Eagle Oil, Inc.
PAYEE

BY: _____
Stephen Cole
Assistant Vice-President

EXHIBIT "B"

ITEM-DESCRIPTION:

(1) All the masses or assemblances of Wyoming Sweet Crude Oil stored, contained and to be kept on the RELAND JOHNSON PETROLEUM REFINERY located on Cabet Road, LaBarge, Lincoln County, Wyoming.

(2) All the masses or assemblages of Unleaded Gas stored, contained and to be kept on the RELAND JOHNSON PETROLEUM REFINERY located on Cabet Road, LaBarge, Lincoln County, Wyoming.

It being the intent of the parties that the security interest in the items described above shall attach to purchases of DEBTOR to supply the place of such property disposed of and so other after acquired additions to such masses or assemblages of Wyoming Sweet Crude Oil and Unleaded Gas.

EXHIBIT "D"

ITEM-DESCRIPTION:

One Polar brand, 10,000 gallon, semi-trailer tanker, Model SB6E1 with vapor recovery units, SN 1 PMA 24420B1005578.

WRITTEN CONSENT

DATE:

Pursuant to the Promissory Note ("NOTE") executed of even date herewith Silver Eagle Oil, Inc. ("PAYEE") expressly consents to RELAND A. JOHNSON d.b.a. RELAND JOHNSON PETROLEUM of P.O. Box 125, LaBarge, Wyoming, Calpet Road, LaBarge, Wyoming ("MAKER"), selling from his inventory situated on such premises, Wyoming Sweet Crude Oil, as more fully described in Exhibit "B" of the SECURITY AGREEMENT executed of even date herewith, and Unlead Gas, as more fully described in Exhibit "C" of the SECURITY AGREEMENT executed of even date herewith, provided that MAKER maintains at the Calpet Road facility a constant inventory of Wyoming Sweet Crude Oil in the minimum amount of FIVE HUNDRED (500) BARRELS and a constant inventory of Unleaded Gas in the minimum amount of TWENTY THOUSAND (20,000) GALLONS.

SILVER EAGLE OIL, INC.
"PAYEE"

By Stephen Cole
STEPHEN COLE
ASSISTANT VICE-PRESIDENT
SILVER EAGLE OIL, INC.

That part of the N½NW¼ (Lot 1 and NE¼NW¼) of Section 7, Township 26 North, Range 112 West, of the 6th P.M., Lincoln County, State of Wyoming, and lying South of the Southerly right-of-way line of the Calpet State Secondary Highway and more particularly described as follows, to-wit:

Beginning at a point 680 feet Westerly from the Southeast corner of the said NE¼NW¼ where is found a granite stone 10"x17"x6" marked 1/16 on W, S_S on E, thence in a Northerly direction to the Southerly right-of-way of the said Calpet State Secondary Highway, thence 75°43' East, to the Northwesterly corner of the lands heretofore leased to the Southwestern Refining Company, a Wyoming Corporation, thence Southerly 333 feet to the point of beginning.

RELEASE OF REAL ESTATE MORTGAGE (BY CORPORATION) FORM NO. 10½ THE MILLS COMPANY, SHERIDAN

90

KNOW ALL MEN BY THESE PRESENTS, That the Star Valley State Bank

a corporation, of the County of Lincoln, and State of Wyoming, does hereby certify that a certain mortgage, bearing date the 26th day of November, A. D. 1982, made and executed by ROBERTS TRUST, by Jerry L. Roberts, Trustee under that certain Trust, as mortgagor, to the Star Valley State Bank, as mortgagee, conveying certain real estate therein mentioned as security for the payment of $ 66,907.73, as therein stated, which mortgage was recorded in the office of the County Clerk and Ex-Officio Register of Deeds of Lincoln County, State of Wyoming, on the 2nd day of December 1982, in Book 194PR of Mortgages, at page 408, and mortgaging the following described real estate in said County, to-wit:

"All lands described in said mortgage."

$4.00

RECORDED Jan. 20, 1986 AT 9A M.
IN BOOK 235PR PAGE 90 KEMMERER, WYO.
NO. 649188 ELIZABETH C. WADE, CLERK

is, with a note secured thereby, and the aforementioned debt, fully paid, satisfied, released, and discharged and in consideration thereof the said mortgagee does hereby release and quitclaim unto the said mortgagor the premises thereby conveyed and mortgaged.

IN WITNESS WHEREOF, the Star Valley State Bank has caused these Presents to be signed by its President, and its corporate seal to be affixed, this 9th day of January, A. D. 1986.

Signed, Sealed and Delivered in the presence of

Star Valley State Bank

Attest Seal:

By Max C. Robinson

Secretary.

Its President

Note: If it is not desired to describe lands in space therefor, insert the following: "All lands described in said mortgage."

THE STATE OF WYOMING,
County of Lincoln } ss.

On this 9th day of January, 1986, before me personally appeared Max C. Robinson, to me personally known, who, being by me duly sworn, did say that he is the President of the Star Valley State Bank and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said Max C. Robinson acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 9th day of January, A.D. 1986.

Kay L. Robinson
Notary Public.

My commission expires on the 26th day of May, A. D. 1989.

THE STATE OF WYOMING,
County of } ss.

This instrument was filed for record at o'clock M., on the day of, A. D. 19, and duly recorded in Book on Page.

County Clerk and Ex-Officio Register of Deeds

By

No. Fees, $ Deputy Clerk

QUITCLAIM DEED—FORM NO. 8

NO FEE

RECORDED Feb. 3, 1989 at 9A.M.
IN BOOK 270PR PAGE 369 KEMMERER, WYO.
NO. 698443 ELIZABETH C. WADE, CLERK

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That Lincoln County, Wyoming by David L. Harvey, County Treasurer 369

of the County of Lincoln State of Wyoming in consideration of the sum of Ten dollars and no/100 DOLLARS to them in hand paid by Reland and Wilma Johnson

whose address is LaBarge, Wyoming (Box 125)

the receipt whereof is hereby confessed and acknowledged, have remised, released, and forever quitclaimed and by these presents do for their heirs, executors and administrators, remis, release and forever quitclaim unto the said Reland and Wilma Johnson

heirs and assigns, forever, all such right, title, interest, property, possession, claim and demand, as they have or ought to have, in or to all the following described premises, to-wit: That part of the N½W½ (Lot 1 and NE¼NW¼) of Section 7, Township 26 North, Range 112 West of the 6th Principal Meridian, Lincoln County, State of Wyoming, lying south of the southerly right of way line of the Calpet State Secondary Highway, which tract may also be described as follows: Beginning at a point on the north-south Mid-section line of said Section 7 which point is northerly, 497 feet more or less, from the southeast corner of said (OVER)

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TO HAVE AND TO HOLD the said premises unto the said Reland and Wilma Johnson

heirs and assigns, to his and their own proper use and behoof forever. So that neither they

nor any other person in their name or behalf, or either of us or any other person in our or either of our names or behalf shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

In Witness Whereof, they have hereunto set their hands and seal this third (3rd) day of February A. D., 19 89.

Signed, sealed and delivered in the presence of: David L. Harvey (SEAL)

(SEAL)

(SEAL)

(SEAL)

ACKNOWLEDGMENT

State of WYOMING
County of LINCOLN } ss.

The foregoing instrument was acknowledged before me by David L. Harvey, Lincoln County Treasurer,

this 3rd day of February, 1989.

Witness my hand and official seal.

Chris Ward
Signature

Deputy County Clerk
Title of Officer

My Commission Expires: Jan. 7, 1991

NE¼ NW¼ where is found a granite stone 10" x 17" x 6" marked 1/16 on W, SS on E; thence southerly, 497 feet more orless to the said southeast corner of the NE¼NW¼, thence westerly, 1944 feet, more or less, along the south line of the said N½NW¼ to its intersection with the said southerly right of way line where is found a steel spike 3/8"x 12", thence N 75°43'E, 2006 feet, more or less, along the said southerly right of way line to the point of beginning. Excepting therefrom .5acres sold to Russell Dove on 4-14-1961,andrecorded on 4-14-1961 in Book 48 of Photostat Records at Page 551, and .5 acres sold to G.B. Oldaker and Edna Oldaker on 4-14-1961, and recorded on 4-14-1961 in Book 48 of Photostat Records at Page 554.

Recording & Return Requested to:
American Savings & Loan Association
77 West 200 South
Salt Lake City, Utah 84010
Attn: Legal Dept.

$6.00

363

RECORDED April 13, 1989 AT 9A M.
IN BOOK 272PR PAGE 363 KEMMERER, WYO.
NO. 700734 ELIZABETH C. WADE, CLERK

MORTGAGE DEED

RELAND JOHNSON AND WILMA JOHNSON, his wife, Mortgagors, of Lincoln County, Wyoming, to secure a Promissory Note in the amount of $5,000.00 hereby mortgage to American Savings & Loan Association, a Utah corporation, the Mortgagee, the following described real estate situated in Lincoln County, Wyoming, to-wit:

> That part of the N-1/2 W-1/2 (Lot 1 and NE-1/4 NW-1/4) of Section 7, Township 26 North, Range 112 West of the 6th Principal Meridian, Lincoln County, State of Wyoming, lying south of the southerly right of way line of the Calpet State Secondary Highway, which tract may also be described as follows:
>
> Beginning at a point on north-south Mid-section line of said Section 7 which point is northerly, 497 feet more or less, from the southeast corner of said NE-1/4 NW-1/4 where is found a granite stone 10" x 17" x 6" marked 1/16 on W, SS on E; thence southerly, 497 feet more or less to the said southeast corner of the NE-1/4 NW-1/4, thence westerly, 1944 feet, more or less, along the south line of the said N-1/2 NW-1/4 to its intersection with the said southerly right of way line where is found a steel spike 3/8" x 12", thence N 75°43' E, 2006 feet, more or less, along the said southerly right of way line to the point of beginning.
>
> Excepting therefrom .5 acres sold to Russell Dove on 4-14-61, and recorded on 4-14-61 in Book 48 of Photostat Records at Page 551, and .5 acres sold to G.B. Oldaker and Edna Oldaker on 4-14-61, and recorded on 4-14-61 in Book 48 of Photostat Records at Page 554.

The Mortgagors agree to pay the indebtedness hereby secured and to pay all taxes and assessments on said premises incurred or assessed after date hereof.

In case default shall be made in the payment of the above sum hereby secured, the mortgagee, its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale it shall pay

all sums due thereunder together with all costs of sale and foreclosure, including a reasonable attorneys fee.

This mortgage is subordinate to a prior Mortgage Deed executed the 23rd of December, 1982, by the undersigned to Southwestern Refining Company, a Wyoming corporation.

DATED this 21 day of March, 1989.

Reland Johnson

Wilma Johnson

STATE OF WYOMING)
: ss.
County of Lincoln)

On the 21st day of March, 1989, personally appeared before me RELAND JOHNSON AND WILMA JOHNSON, his wife, signers of the foregoing Mortgage Deed, and being first duly sworn acknowledged to me that they executed the same.

Notary Public
Residing at: Salt Lake City, Ut.

My Commission Expires:
8-20-89

F 12-72-B

RECORDED 10-4-51 AT 9:00 A. M.
IN BOOK 5 PAGE KEMMERER, WYO.
NO. MAE BEUTLER, COUNTY CLERK

Assignment of Oil and Gas Lease

5594

Whereas, On the 7th day of June, 19 51, a certain oil and gas mining lease was made and entered into by and between Augusta B. Marx, widow of Warren C. Marx

Lessor

and Lee A. Adams

Lessee

covering the following described land in the County of Lincoln and State of Wyoming, to-wit:

ENTERED
RB
AL
PB 9-10
TG
E

TOWNSHIP 26 NORTH, RANGE 112 WEST
Section 7: Lots 2 & 4; SE/4 of the NW/4;
NE/4 of the SW/4; NW/4 of the SE/4

and containing 159.60 acres, more or less

TRANSFER OF BENEFICIAL INTEREST
NO DOCUMENTARY STAMPS REQUIRED

Said lease being recorded in the office of the Register of Deeds in and for said County in book 5, page 149, and

Whereas, The said lease and all rights thereunder or incident thereto are now owned by

Lee A. Adams

Now, Therefore, For and in consideration of One Dollar, [and other good and valuable considerations,] the receipt of which is hereby acknowledged, the undersigned, the present owner of the said lease and all rights thereunder or incident thereto, do es hereby bargain, sell, transfer, assign and convey unto Continental Oil Company, a Delaware corporation

all of his right, title and interest of the original lessee and present owner in and to the said lease and rights thereunder, in so far as it covers the above described land

together with all personal property used or obtained in connection therewith to Continental Oil Company, a Delaware corporation

and its ~~heirs~~, successors and assigns.

And for the same consideration, the undersigned for himself and his heirs, successors, and representatives, do es covenant with the said assignee, its ~~heirs~~, successors or assigns that he is the lawful owner of the said lease and rights and interests thereunder and of the personal property thereon or used in connection therewith; that the undersigned has good right and authority to sell and convey the same, and that said rights, interest and property are free and clear from all liens and incumbrances, and that all rentals and royalties due and payable thereunder have been duly paid.

In Witness Whereof, The undersigned owner and assignor has signed and sealed this instrument this 6th day of July, 19 51.

CHANGE OF DEPOSITORY

REC. Feb. 18, 1955 9:00 A.M.
9 P.R.
NO. 211180 Mae Beutler
MAE BEUTLER COUNTY CLERK

KNOW ALL MEN BY THESE PRESENTS: $1.00

WHEREAS, heretofore, under date of June 7, 1951, Augusta B. Marx widow of Warren C. Marx, Box 829, Stanford, California, as Lessor, executed and delivered to _____, as Lessee, an oil and gas lease now owned wholly or in part by Continental Oil Company, covering the following described lands in Lincoln County, Wyoming:

The Lots Two (2) and Four (4) and the Southeast quarter of the Northwest quarter (SE¼NW¼), the Northwest quarter of the Southeast quarter (NW¼SE¼) and the Northeast quarter of the Southwest quarter (NE¼SW¼) of Section Seven (7), all in Township Twenty-six (26) North, Range One hundred Twelve (112) West of the sixth Principal Meridian, Wyoming.

said lease being recorded in Book 5, Page 147 & 148, of the Office of the Recorder of said County, and,

WHEREAS, the undersigned herein is now the owner of an interest in the oil and gas and other minerals in certain of the lands covered by the above described lease.

WHEREAS, it is the desire of the undersigned to designate a new depository for the reception of such rentals as the undersigned, his heirs, successors and assigns, may be entitled to under said above described lease by virtue of any interest which the undersigned now owns or may hereafter acquire.

NOW, THEREFORE, in consideration of the premises, the undersigned, being entitled to receive a portion of the rentals payable under the terms of said lease, do hereby name and designate the First National Bank Bank of Kemmerer, State of Wyoming, as the depository in which rentals payable to the undersigned by virtue of any interest now owned or hereafter acquired by the undersigned under said lease may be deposited for the credit of the undersigned; and payment in such manner in said bank shall constitute payment of said rentals with the same force and effect as if said rentals were paid to and received by the undersigned, and said bank, or its successors, shall continue as the depository of such rentals during the life of said above described lease regardless of any changes of ownership of said land or said rentals. This Change of Depository to become binding upon Continental Oil Company at such time, and only at such time, as this form, duly and properly executed and recorded, has been received and accepted by said Continental Oil Company.

It is further understood and agreed that the above described lease shall remain in full force and effect if Continental Oil Company, either as the owners of or in behalf of the owners of the leasehold estate under the above described lease, pays said rentals to said bank to the credit of the undersigned as above provided, or to the credit of the undersigned in the bank provided in said lease, or in any bank designated in any prior Change of Depository affecting the interest of the undersigned; provided that said Continental Oil Company shall not be responsible for the payment of such rental or any part thereof to the heirs, administrators, successors or assigns of the undersigned, or to deposit such rentals for their credit unless and until said Continental Oil Company shall have been furnished with evidence, as required by the above described lease, for such change of ownership.

As herein modified, the above described lease shall remain in full force and effect according to its terms and is hereby ratified, adopted, joined in and confirmed by the undersigned.

Pronouns in number and gender and verbs in their number shall be construed to conform to the number and sex of the person or persons executing this agreement.

IN WITNESS WHEREOF, this instrument is signed on this 4th day of November, 1954.

Accepted:
CONTINENTAL OIL COMPANY

By _____

Cyril Housley
Cyril Housley

Dorise Housley
Dorise Housley

Change of Depository - Rocky Mountain Form

CHANGE OF DEPOSITORY

RECORD April 18, 1954 at 9:00 A.M.
BOOK 104 PAGE [illegible] KEMMERER, WYO.
NO. 212030 MAE HUTTER, COUNTY CLERK

KNOW ALL MEN BY THESE PRESENTS: 8/.50

WHEREAS, heretofore, under date of June 7, 1951, Augusta B. Marx widow of Warren C. Marx, Box 429, Stanford, California, as Lessor, executed and delivered to [illegible], as Lessee, an oil and gas lease now owned wholly or in part by Continental Oil Company, covering the following described lands in Lincoln County, Wyoming:

The Lots Two (2) and Four (4) and the Southeast quarter of the Northwest quarter (SE¼NW¼), the Northwest quarter of the Southeast quarter (NW¼SE¼) and the Northeast quarter of the Southwest quarter (NE¼SW¼) of Section Seven (7), all in Township Twenty-six (26) North, Range One Hundred Twelve (112) West of the sixth Principal Meridian, Wyoming.

said lease being recorded in Book 5, Page 147 & 148, of the Office of the Recorder of said County, and,

WHEREAS, the undersigned herein is now the owner of an interest in the oil and gas and other minerals in certain of the lands covered by the above described lease.

WHEREAS, it is the desire of the undersigned to designate a new depository for the reception of such rentals as the undersigned, his heirs, successors and assigns, may be entitled to under said above described lease by virtue of any interest which the undersigned now owns or may hereafter acquire.

NOW, THEREFORE, in consideration of the premises, the undersigned, being entitled to receive a portion of the rentals payable under the terms of said lease, do hereby name and designate the First National Bank Bank of Kemmerer, State of Wyoming, as the depository in which rentals payable to the undersigned by virtue of any interest now owned or hereafter acquired by the undersigned under said lease may be deposited for the credit of the undersigned; and payment in such manner in said bank shall constitute payment of said rentals with the same force and effect as if said rentals were paid to and received by the undersigned, and said bank, or its successors, shall continue as the depository of such rentals during the life of said above described lease regardless of any changes of ownership of said land or said rentals. This Change of Depository to become binding upon Continental Oil Company at such time, and only at such time, as this form, duly and properly executed and recorded, has been received and accepted by said Continental Oil Company.

It is further understood and agreed that the above described lease shall remain in full force and effect if Continental Oil Company, either as the owners of or in behalf of the owners of the leasehold estate under the above described lease, pays said rentals to said bank to the credit of the undersigned as above provided, or to the credit of the undersigned in the bank provided in said lease, or in any bank designated in any prior Change of Depository affecting the interest of the undersigned provided that said Continental Oil Company shall not be responsible for the payment of such rental or any part thereof to the heirs, administrators, successors or assigns of the undersigned, or to deposit such rentals for their credit unless and until said Continental Oil Company shall have been furnished with evidence, as required by the above described lease, for such change of ownership.

As herein modified, the above described lease shall remain in full force and effect according to its terms and is hereby ratified, adopted, joined in and confirmed by the undersigned.

Pronouns in number and gender and verbs in their number shall be construed to conform to the number and sex of the person or persons executing this agreement.

IN WITNESS WHEREOF, this instrument is signed on this 4th day of November, 1954.

Accepted:
CONTINENTAL OIL COMPANY

By _____

Cyril Housley
Cyril Housley

Denise Housley
Denise Housley

Change of Depository - Rocky Mountain Form - 88-1

55948

RELEASE OF OIL AND GAS LEASE

NO. 222766

KNOW ALL MEN BY THESE PRESENTS:

That CONTINENTAL OIL COMPANY, a Delaware corporation, does hereby release, relinquish, and surrender all of its right, title, and interest in and to the following described oil, gas, and mineral lease covering lands situated in Lincoln County, State of Wyoming, to wit:

Executed on June 7, 1951, by Augusta B. Marx, Lessor, to Lee A. Adams, Lessee, recorded in the records of said county in Book 5, Page 147, covering Lots 2, 4, SE/4 NW/4, NE/4 SW/4, NW/4 SE/4 Section 7-26N-112W, containing 159.60 acres, more or less.

EXECUTED this 23 day of July 1956.

ATTEST:

CONTINENTAL OIL COMPANY

By

Assistant Secretary

Vice President

STATE OF COLORADO)
City and) SS
County of Denver)

On this 23 day of July 1956, before me appeared J. W. LIDDELL, to me personally known, who, being by me duly sworn, did say that he is Vice President of CONTINENTAL OIL COMPANY, a Delaware corporation, and that the seal affixed to the above and foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said J. W. LIDDELL acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and official seal the day and year last above written. My commission expires 10-11-56.

Notary Public

Rocky Mountain form

as it covers a part or parts of said land upon which the said lessee or any assignee hereof shall make due payments of said rentals.

11. If at any time there be as many as six parties (or more) entitled to receive royalties under this lease, lessee may withhold payment thereof unless and until all parties designate in writing in a recordable instrument to be filed with the lessee, a Trustee to receive all royalty payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in title.

12. Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated. Lessor shall formally express lessor's consent to any cooperative or unit plan of development or operation adopted by lessee and approved by any governmental agency by executing the same upon request of lessee.

13. In the interest of conservation, the protection of reservoir pressures and the recovery of the greatest ultimate yield of oil, gas and other minerals, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon the leased premises and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefitting the leased premises.

14. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge any taxes, mortgage, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

15. All rental payments which may fall due under this lease may be made to one of the above named lessors, in the manner herein stated.

16. If within the primary term of this lease production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for drilling a well within sixty (60) days from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

17. It is agreed that this lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until it shall have first been finally judicially determined that such failure exists, and after such final determination, lessee is given a reasonable time therefrom to comply with any such covenants, conditions, or stipulations.

18. All express and implied covenants of this lease shall be subject to all federal and state laws, executive orders, rules and regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages for failure to comply therewith if compliance is prevented by or if such failure is the result of any such law, order, rule or regulation, or if such compliance is prevented by or failure is the result of inability of lessee through no fault of its own, to obtain sufficient and satisfactory material and equipment to justify the commencement of drilling operations or to continue production of oil or gas from the leased premises.

19. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessee or lessor.

20. With respect to and for the purposes of this lease lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

WHEREOF witness our hand as of the day and year first above written.

WITNESSES:

VIRGIL V. BAILEY NOTARY PUBLIC LINCOLN COUNTY

Vieno Pfaff	Cyril Hausley	Lessor
Vieno Pfaff	Darise Hausley	Lessor
Vieno Pfaff	Carl Pfaff	Lessee
		Lessee

STATE OF
County of Lincoln } ss.

INDIVIDUAL

On this 14 day of Nov, 1956, before me personally appeared Cyril Hausley and Darise Hausley to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead.

Given under my hand and seal this 14 day of Nov A. D. 1956

My commission expires 7-11-60

Virgil V Bailey
Notary Public.

STATE OF WYOMING,
County of ..... } ss.

WYOMING CORPORATION

On this ..... day of ....., 19....., before me appeared ..... to me personally known, who, being by me duly sworn, did say that he is the ..... President of ....., and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said ..... acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and ..... this ..... day of ..... A. D., 19.....

My commission expires .....

Notary Public.

RECORDED Nov 15, 1956 at 1:00 P.M.
BOOK 19 PR PAGE 398 KEMMERER, WYO.
224354 MAE BEUTLER, COUNTY CLERK

$1.65

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 14 day of November, 1956, by and between, Cyril Housley and Dorise Housley, Husband and Wife, party of the first part, hereinafter called lessor, (whether one or more) and Carl Pfaff La Barge Wyo., party of the second part, lessee.

WITNESSETH: That the lessor for and in consideration of Ten and No/100 Dollars, in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided, and of the agreements of lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas, casinghead gas, and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport, and own said products, and housing its employees, the following described land in Lincoln County, State of Wyo, to-wit:

Township 26 North, Range 112 West, 6 P.M. Wyoming
Lots 2 and 4, NW¼ SE¼, SE¼ NW¼, NE¼ SW¼ of
Section 7.

Containing 159.50 acres, more or less.

TO HAVE AND TO HOLD the same (subject to the other provisions herein contained) for a term of Ten years from this date (called "primary term") and as long thereafter as oil or gas or casinghead gas or either or any of them, is produced therefrom; or as much longer thereafter as the lessee in good faith shall conduct drilling operations thereon and should production result from such operations, this lease shall remain in full force and effect as long as oil or gas or casinghead gas, shall be produced therefrom.

In consideration of the premises it is hereby mutually agreed as follows:

1. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells, the equal one-eighth (⅛) part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth (⅛) royalty the market price for oil of like grade and gravity prevailing in the field where produced on the day such oil is run into the pipe line, or into storage tanks.

2. The lessee shall pay lessor, as royalty, one-eighth (⅛) of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found, and where not used or sold shall pay Fifty ($50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

3. To pay lessor for gas produced from any oil well and used off the premises or in the manufacturing of gasoline or any other product a royalty of one-eighth (⅛) of the market value at the mouth of the well, payable monthly at the prevailing market price.

4. If operations for the drilling of a well for oil or gas are not commenced on said land on or before one year from this date, this lease shall terminate as to both parties, unless the lessee shall, on or before one year from this date, pay or tender to the lessor or for the lessor's credit in First National Bank at Kemmerer or its successor or successors, which bank and its successors are lessor's agents and which shall continue as the depository regardless of changes in the ownership of the land, the sum of One hundred sixty Dollars which shall operate as a rental and cover the privilege of deferring the commencement of operations for the drilling of a well one year from said date. In like manner and upon like payments or tenders the commencement of operations for the drilling of a well may be further deferred for like periods successively during the primary term of this lease. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered herein is reduced by said release or releases. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such persons.

5. If at any time prior to the discovery of oil or gas on this land and during the term of this lease, the lessee shall drill a dry hole, or holes, on this land, this lease shall not terminate, provided operations for the drilling of a well shall be commenced by the next ensuing rental paying date, or provided the lessee begins or resumes the payment of rentals in the manner and amount above herein provided, and in this event the preceding paragraphs hereof governing the payment of rentals and the manner and effect thereof shall continue in force.

6. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided for shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee.

7. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by lessor, lessee shall bury his pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operations to growing crops on said land.

Lessee shall have the right at any time to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casing.

8. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with the like effect as if such well had been completed within the term of years herein first mentioned.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to their heirs, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties shall be binding on the lessee until after notice to the lessee and it has been furnished with the written transfer or assignment or a certified copy thereof, and in case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

10. If the leased premises shall hereafter be owned in severalty, or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise or otherwise, or to furnish separate measuring or receiving tanks. It is hereby agreed that, in the event this lease [illegible] or as to parts of the above described lands, and the holder or owner of any such part or parts shall fail or make default in the payment of the proportionate part

rentals.

11. If at any time there be as many as six parties (or more) entitled to receive royalties under this lease, lessee may withhold payment thereof unless and until all parties designate in writing in a recordable instrument to be filed with the lessee, a Trustee to receive all royalty payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in title.

12. Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated. Lessor shall formally express lessor's consent to any cooperative or unit plan of development or operation adopted by lessee and approved by any governmental agency by executing the same upon request of lessee.

13. In the interest of conservation, the protection of reservoir pressures and the recovery of the greatest ultimate yield of oil, gas and other minerals, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon the leased premises and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefitting the leased premises.

14. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge any taxes, mortgage, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

15. All rental payments which may fall due under this lease may be made to one of the above named lessors, in the manner herein stated.

16. If within the primary term of this lease production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for drilling a well within sixty (60) days from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

17. It is agreed that this lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until it shall have first been finally judicially determined that such failure exists, and after such final determination, lessee is given a reasonable time therefrom to comply with any such covenants, conditions, or stipulations.

18. All express and implied covenants of this lease shall be subject to all federal and state laws, executive orders, rules and regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages for failure to comply therewith if compliance is prevented by or if such failure is the result of any such law, order, rule or regulation, or if such compliance is prevented by or failure is the result of inability of lessee through no fault of its own, to obtain sufficient and satisfactory material and equipment to justify the commencement of drilling operations or to continue production of oil or gas from the leased premises.

19. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessee or lessor.

20. With respect to and for the purposes of this lease lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

WHEREOF witness our hand as of the day and year first above written.

WITNESSES:

Myrtle Lachmel	Augusta B. Marx Augusta B. Marx	Lessor
		Lessor
Glen L. Roberts	Carl Opoff	Lessee
		Lessee

STATE OF California
County of Santa Clara } ss. INDIVIDUAL

On this 19th day of November, 19 56, before me personally appeared Augusta B. Marx to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed, including the release and waiver of the right of homestead.

Given under my hand and this 19th day of November A. D. 19 56

My commission expires MY COMMISSION EXPIRES DECEMBER 10, 1959 Notary Public in and for the County of Santa Clara, State of California Notary Public.

STATE OF WYOMING,
County of ..... } ss. WYOMING CORPORATION

On this ..... day of ....., 19....., before me appeared .....

to me personally known, who, being by me duly sworn, did say that he is the ..... President of ..... and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said ..... acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and ..... this ..... day of ..... A. D., 19.....

My commission expires ..... Notary Public.

RECORDED Nov. 23, 1956 AT 2:00 P.M.
IN BOOK 19PR PAGE 175 KEMMERER, WYO.
No. 224503 MAE BEUTLER, COUNTY CLERK

$1.65

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 19th day of November, 19 56, by and between Augusta B. Marx, a widow of Stanford, California, party of the first part, hereinafter called lessor, (whether one or more) and Carl Pfaff, La Barge, Wyoming, party of the second part, lessee.

WITNESSETH: That the lessor for and in consideration of Ten or more - - - - - - - - - - - - - Dollars, in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided, and of the agreements of lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas, casinghead gas, and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport, and own said products, and housing its employees, the following described land in Lincoln County, State of Wyoming, to-wit:

Township 26 North, Range 112 West, 6th P. M., Wyoming
Section 7: Lots 2 and 4
SE4NW4, NE4SW4, NW4SE4

Containing 159.60 acres, more or less.

TO HAVE AND TO HOLD the same (subject to the other provisions herein contained) for a term of Ten years from this date (called "primary term") and as long thereafter as oil or gas or casinghead gas or either or any of them, is produced therefrom; or as much longer thereafter as the lessee in good faith shall conduct drilling operations thereon and should production result from such operations, this lease shall remain in full force and effect as long as oil or gas or casinghead gas, shall be produced therefrom.

In consideration of the premises it is hereby mutually agreed as follows:

1. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells, the equal one-eighth (⅛) part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth (⅛) royalty the market price for oil of like grade and gravity prevailing in the field where produced on the day such oil is run into the pipe line, or into storage tanks.

2. The lessee shall pay lessor, as royalty, one-eighth (⅛) of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found, and where not used or sold shall pay Fifty ($50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.

3. To pay lessor for gas produced from any oil well and used off the premises or in the manufacturing of gasoline or any other product a royalty of one-eighth (⅛) of the market value at the mouth of the well, payable monthly at the prevailing market price.

4. If operations for the drilling of a well for oil or gas are not commenced on said land on or before one year from this date, this lease shall terminate as to both parties, unless the lessee shall, on or before one year from this date, pay or tender to the lessor or for the lessor's credit in the First National Bank at Kemmerer, Wyo. or its successor or successors, which bank and its successors are lessor's agents and which shall continue as the depository regardless of changes in the ownership of the land, the sum of One Hundred Sixty and no/100 - - - - Dollars which shall operate as a rental and cover the privilege of deferring the commencement of operations for the drilling of a well one year from said date. In like manner and upon like payments or tenders the commencement of operations for the drilling of a well may be further deferred for like periods successively during the primary term of this lease. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered herein is reduced by said release or releases. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such persons.

5. If at any time prior to the discovery of oil or gas on this land and during the term of this lease, the lessee shall drill a dry hole, or holes, on this land, this lease shall not terminate, provided operations for the drilling of a well shall be commenced by the next ensuing rental paying date, or provided the lessee begins or resumes the payment of rentals in the manner and amount above herein provided, and in this event the preceding paragraphs hereof governing the payment of rentals and the manner and effect thereof shall continue in force.

6. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided for shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee.

7. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by lessor, lessee shall bury his pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operations to growing crops on said land.

Lessee shall have the right at any time to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casing.

8. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with the like effect as if such well had been completed within the term of years herein first mentioned.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to their heirs, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties shall be binding on the lessee until after notice to the lessee and it has been furnished with the written transfer or assignment or a certified copy thereof, and in case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

10. If the leased premises shall hereafter be owned in severalty, or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise or otherwise, or to furnish separate measuring or receivng tanks. It is hereby agreed that, in the event this lease shall be assigned as to a part or as to parts of the above described lands, and the holder or owner of any such part or parts shall fail or make default in the payment of the proportionate part of the rent due from him or them, on an acreage basis, such default shall not operate to defeat or affect this lease in so far

RECORDED Jan. 8, 1957 AT 1:00 PM
IN BOOK 20PR PAGE KEMMERER, WYO.
NO. 225148 MAE BEUTLER, COUNTY CLERK

$1.15

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT Cyril Housley and Dorise Housley, husband and wife, of Lincoln County, State of Wyoming, parties of the first part, for and in consideration of the sum of One ($1.00) Dollar and other valuable considerations, receipt of which is hereby acknowledged, have granted and conveyed, and by these presents do grant and convey unto LINCOLN SERVICE CORPORATION, a Corporation, of Frontier, Lincoln County, Wyoming, party of the second part, its successors and assigns, an EASEMENT for a right of way to place, construct, operate, repair and maintain an electric transmission or distribution line or system with necessary appurtenances thereto, over, under, through, across and upon the following described property of the parties of the first part, located in Lincoln County, State of Wyoming, to-wit:

Section 7, T. 26 N., R. 112 W., 6 P.M.
the Lincoln Service Corporation shall provide Power to the Above Landowner, at the $3.50 Minimum Rate on File with the Public Service Commission or this Grant of Easement is Void.

Said parties of the first part, their heirs, legal representatives and assigns shall have full use and enjoyment of the said premises except for the uses and purposes hereinbefore granted. The said party of the second part shall have full right of ingress and egress to and from said described lands for the purpose of exercising the rights herein granted.

This grant of easement shall at all times be deemed to be, and shall be a continuing covenant running with the land and shall be binding upon the heirs, legal representatives and assigns of the parties of the first part.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands this 10th day of October, 1956.

x Cyril Housley
x Dorise Housley

THE STATE OF WYOMING,)
: SS.
COUNTY OF Sublette)

On this 10th day of October, 1956, before me personally appeared Cyril Housley and Dorise Housley husband and wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged it to be their free act and deed.

Lee P. Moffat
Notary Public.

My Commission expires April 22nd, 1958

252

[illegible] 9-22 (Rev. 2-60) 4/65

Oct. 29, 1960 9 [illegible]
46 PR
252
358889 Mae Beetle
[illegible] COUNTY CLERK

Document Identity: 601001
Tracer

STATE OF Wyoming

COUNTY OF Lincoln

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, hereinafter referred to as Grantor, for and in consideration the sum of ONE DOLLAR AND OTHER CONSIDERATIONS, to the undersigned in hand paid by EL PASO NATURAL GAS COMPANY, a corporation, hereinafter called Grantee, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns, a right of way and easement to construct, maintain and operate a pipe line with appurtenances thereto, over and through the hereinafter described land, approximately along the line designated by survey heretofore made or hereafter to be made by the Grantee, through and over the said property.

This grant shall carry with it the right of ingress and egress to and from the said right of way, with the right to use existing roads, for the purpose of constructing, inspecting, repairing and maintaining said pipe line, and the removal or replacement of same at will, with either like or different size pipe, either in whole or in part.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate and maintain said pipe line over the right of way hereby granted unto the said Grantee, its successors and assigns, and the Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and be binding upon Grantor, his heirs, legal representatives and successors in title.

Grantee may at any time, and upon permanent abandonment of said right of way and removal of all improvements constructed thereon, shall execute and record a reconveyance and release hereof, whereupon this right of way and easement and all rights and privileges herein mutually granted shall be fully cancelled and terminated.

Grantor reserves the right to full use and enjoyment of said property except for the purposes herein granted, but such use shall not hinder, conflict or interfere with the exercise of Grantee's rights hereunder, and no building, reservoir or other improvement shall be constructed or maintained within fifteen feet of the pipe line without Grantee's prior written consent.

Grantee shall, during construction, bury all pipe lines below ordinary plow depth.

Grantee shall pay to Grantor all damages to Grantor's growing crops and timber caused by the construction, maintenance, repair, replacement or removal of the pipe line and appurtenances. It is mutually agreed that should any dispute arise as to such damages, the same, if not mutually agreed upon, shall at the written request of either party be arbitrated and determined by disinterested arbitrators, one to be appointed by Grantor, and one by Grantee, within 20 days after such request, and if the two so chosen be unable to agree within 90 days after appointment, then they shall, within 30 days after written request by either the Grantor or the Grantee, select a third arbitrator, and failing so to do, such third arbitrator shall be appointed on application of either Grantor or Grantee, by the senior Federal District Judge of the District wherein the land lies and the decision of any two of the arbitrators thus appointed shall be final and conclusive.

Grantor represents and warrants that he is the owner in fee simple of the land hereinafter described, subject only to outstanding mortgages, if any, now of record in said county, and agrees that in the event of default by Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on said land and thereupon be subrogated to such lien.

It is hereby understood that the parties securing this grant in behalf of the Grantee are without authority to make any covenant or agreement not herein expressed.

DESCRIPTION OF PROPERTY SITUATED IN LINCOLN COUNTY, STATE OF WYOMING

Subdivision	Section	Township	Range ~~or Block~~	B. & M. or ~~Abstract No.~~
NE¼SW¼, SE¼NW¼	7	26 N	112 W	6th P.M.

This grant shall carry with it the right to construct and operate a patrol road upon the right of way herein conveyed.

Grantee shall not, without Grantor's consent, construct a road over any land which is in cultivation, and when required for purposes of cultivation Grantee, at Grantor's written request, will relocate any road constructed by it on another CH site supplied by Grantor.

WITNESS THE EXECUTION HEREOF the 20th day of October 1960, A.D.,

by S. Cyril Housley and Dorise Housley, his wife, of LaBarge, Wyo.

C S Laman
Witness to Signature

S Cyril Housley
Dorise Housley

Project Name: Belfer CP-5 (BPGS)

W/O: 11445 Dwg. No.

File: R/W. 601001 Grant No. G-2 REG. NO. [illegible]

100

$300

RECORDED Aug 8 1974 AT 11:00 A.M.
IN BOOK 114 PR PAGE 100 KEMMERER, WYO.
NO. 459235 MAX HEUSLER, COUNTY CLERK

MINERAL DEED

KNOW ALL MEN BY THESE PRESENTS, THAT AUGUSTA B. MARX, a widow, of Abilene, Taylor County, State of Texas, hereinafter called Grantor, for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, the receipt of which is hereby acknowledged, does hereby grant, sell, convey, transfer, assign and deliver unto CYRIL HOUSLEY and DORISE HOUSLEY, husband and wife, as tenants of an estate by the entireties with full right of survivorship, of Lincoln County, State of Wyoming, hereinafter called Grantees, an undivided fifty per cent (50%) interest in and to all of the oil, gas and other minerals in and under and that may be produced from the following described lands situated in Lincoln County, State of Wyoming, to-wit:

> Lots Two (2) and Four (4) and the Southeast quarter of the Northwest quarter (SE 1/4 NW 1/4), the Northwest quarter of the Southeast quarter (NW 1/4 SE 1/4) and the Northeast quarter of the Southwest quarter (NE 1/4 SW 1/4) of Section Seven (7), all in Township Twenty-six (26) North, Range One Hundred Twelve (112) West of the Sixth (6th) principal Meridian, Wyoming.

together with the right to ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas and other minerals, and storing, handling, transporting and marketing the same therefrom with the rights to remove from said land all of the Grantee's property and improvements. RESERVING, however, unto Grantor a life estate in and to all of said minerals and all rents and royalties.

This sale is made subject to any rights now existing to any lessee or assigns under any valid and subsisting oil and gas lease of record heretofore executed, it being understood and agreed that said Grantees shall have, receive and enjoy the herein granted undivided interest in and to all bonuses, rents, royalties and other benefits which may accrue under the terms of said lease, insofar as it covers the above described land from and after the termination of said life estate, precisely as if the Grantees herein had been at the date of the making of said lease the owner of a similar undivided interest in and to the lands described and Grantees one

of the lessors therein.

TO HAVE AND TO HOLD the above described property and easement with all and singular the rights, privileges and apprutenances thereunto or any wise belonging to the said Grantees herein, their heirs, successors, personal representatives, administrators, executors and assigns forever, and Grantor does hereby warrant said title to Grantees, their heirs, executors, administrators, personal representatives, successors and assigns forever and does hereby agree to defend all and singular the said property unto the said Grantees herein, their heirs, successors, executors, personal representatives and assigns against every person whomsoever claiming or to claim the same or any part thereof.

And the undersigned Grantor, for herself and her heirs, successors and assigns hereby waives and releases all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purpose for which this instrument is made, as recited herein.

WITNESS MY hand and seal this 1st day of August, 1974.

Augusta B. Marx
Augusta B. Marx

STATE OF TEXAS I
ss.
COUNTY OF TAYLOR I

The foregoing instrument was acknowledged before me by Augusta B. Marx this 1st day of August, 1974.

Witness my hand and official seal.

Felma S. Conder
Notary Public

FELMA S. CONDER
NOTARY PUBLIC
TAYLOR COUNTY, TEXAS

My Commission Expires:
June 1, 1975

WARRANTY DEED—FORM NO. 9

$3.00

RECORDED Aug. 4, 1975 AT 1:00PM
IN BOOK 120PR PAGE 155 KEMMERER, WYO.
NO. 469115 ALAN E. [illegible], CLERK

WARRANTY DEED

Cyril and Dorise Housley, husband and wife 155

grantor s, of Lincoln County, and State

of Wyoming, for and in consideration of

DOLLARS

in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT TO

Roland A. and Wilma A. Johnson, husband and wife

grantees, of Lincoln County and State of Wyoming

the following described real estate, situate in Lincoln County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

That part of the S½NW¼ of Section 7 T26N, RII2W, Lincoln County Wyoming described as follows:
Beginning at the northeast corner of the said S½NW¼ where found granite stone IO"I7"6" marked I/I6 on the west, SSON THE EAST: THENCE WEST, I34I.6 feet along the south line of the said S½NW¼ to the southeast point of that tract of record in the office of the Clerk of Lincoln County in Book 48 of Photo Records on page 554; thence 500-I5.3'E, 324.66 feet parallel to the north line of the said S½NW¼ to a point; thence east I34I.6 feet parallel to the north line of the said S½NW¼ to a point on the east line of the said S½NW¼; N00-I5.3'W, 324.66 feet along the east line of the said S½NW¼ to the corner of the beginning; each point being marked by a steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NOT DISTURB"; encompassing an area of IO.00 acres more or less, all in accordance with the map prepared and filed in the said office Subject to an easement for electrical power lines granted to Lincoln Service Corp. of record in said office in Book 20 of Photo Records on page 35I; and to an easement for gas and oil pipe lines granted to ElPaso Natural Gas Company. Excepting from this sale however and expressly reserving unto the grantors all ores and minerals, including gas and oil.

WITNESS our hands this 4th day of August, 1975.

Cyril Housley
Dorise Housley

THE STATE OF WYOMING,
County of Lincoln } ss.

On this 4th day of August, 1975, before me personnally appeared

Cyril Housley and Dorise Housley

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they excuted the same as their free act and deed.

Jane Craig
Notary Public

My commission expires on the 22nd day of March A.D. 1979

WARRANTY DEED—FORM NO. 9

352

$3.00

MCO 1950 MILLS COMPANY, SHERIDAN, 1975 AT 9:00 A.M.
IN BOOK 121PR 352 REMMERER, WYO.
NO. 471247 ALAN E. ZIEGLER, CLERK

WARRANTY DEED

Cyril and Dorise Housley
CYRIL AND DORISE HOUSLEY, husband and wife,

grantors, of LINCOLN County, and State of WYOMING, for and in consideration of GIVEN SUM DOLLARS in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT TO RELAND A. AND WILMA A. JOHNSON (husband and wife)

grantees, of LINCOLN County and State of WYOMING the following described real estate, situate in LINCOLN County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

That part of the S½NW¼ of Section 7, T26N, RII2W, Lincoln County, Wyoming described as follows:

Beginning at the northeast corner of the said S½NW¼ where found a granite stone 10"x17"x6" marked 1/16 on the west, S_S on the east;

thence west, 1341.6 feet along the north line of the said S½NW¼ to the southeast point of that tract of record in the Office of the Clerk of Lincoln County in Book 48 of Photo Records on page 554;

thence S00°-15.3'E, 324.66 feet parallell to the east line of the said S½NW¼ to a point;

thence East, 1341.6 feet parallel to the north line of the said S½NW¼ to a point on the east line of the said S½NW¼;

thenceN00°-15.3'W, 324.66 feet along the east line of the said S½NW¼ to the corner beginning;

each point being marked by a steel T-shaped stake 24' long with brass cap inscribed "SURVEY POINT DO NOT DISTURB RRLS164; encompassing an area of 10.00 Acres more or less; all in accordance with the map prepared and filed in the said office; SUBJECT to an easement for electrical power lines granted to Lincoln Service Corporation of record in said office in Book 20 of Photo Records on page 351; and to an easement for gas and oil pipe lines granted to ElPaso Natural Gas Company, excepting from this sale, however and expressly reserving unto the grantors all ores and minerals including gas and oil.

WITNESS hand this day of , 19

Cyril Housley
Dorise Housley

State of Wyoming
County of Lincoln } ss.

The foregoing instrument was acknowledged before me by Cyril Housley, and Dorise Housley,

this 25 day of September, 1975.

Witness my hand and official seal.

Dixie J. Golich
Signature

Notary Public
Title of Officer

My Commission Expires: June 19, 1976

RELEASE OF REAL ESTATE MORTGAGE (BY CORPORATION) FORM NO. 10½ THE MILLS COMPANY, SHERIDAN

195

KNOW ALL MEN BY THESE PRESENTS, That First Wyoming Bank, N.A.-Kemmerer a corporation, of the County of Lincoln, and State of Wyoming, does hereby certify that a certain mortgage, bearing date the 6th day of September, A. D. 19 78, made and executed by Reland A. Johnson and Wilma A. Johnson, husband and wife, as mortgagor s, to First Wyoming Bank, N.A.-Kemmerer, as mortgagee, conveying certain real estate therein mentioned as security for the payment of $ 490,000.00, as therein stated, which mortgage was recorded in the office of the County Clerk and Ex-Officio Register of Deeds of Lincoln County, State of Wyoming, on the 15th day of September 19 78, in Book 149PR of Mortgages, at page 332, and mortgaging the following described real estate in said County, to-wit:

All lands described in said mortgage.

$4.00

Recorded Oct. 24, 1978 at 2:00 P.M.
Book 150PR Page 195 Kemmerer, Wyo.
No. 515545 Alan S. Zigler, Clerk

is, with a note secured thereby, and the aforementioned debt, fully paid, satisfied, released, and discharged and in consideration thereof the said mortgagee does hereby release and quitclaim unto the said mortgagor the premises thereby conveyed and mortgaged.

IN WITNESS WHEREOF, the First Wyoming Bank, N.A.-Kemmerer has caused these Presents to be signed by its Vice President, and its corporate seal to be affixed, this 24th day of October, A. D. 19 78.

Signed, Sealed and Delivered in the presence of

Attest Seal:

Secretary.

FIRST WYOMING BANK, N.A.-KEMMERER

By

Its Vice President

Note: If it is not desired to describe lands in space therefor, insert the following: "All lands described in said mortgage."

THE STATE OF WYOMING,
County of Lincoln } ss.

On this 24th day of October, 19 78, before me personally appeared Robert D. Gregg, to me personally known, who, being by me duly sworn, did say that he is the Vice President of First Wyoming Bank, N.A.-Kemmerer and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said Robert D. Gregg acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 24th day of October, A.D.19 78.

Valerie L. Roberts Notary Public
County of Lincoln State of Wyoming
My Commission Expires May 10, 1982

Notary Public.

My commission expires on the 10th day of May, A. D. 19 82.

THE STATE OF WYOMING,
County of } ss.

This instrument was filed for record at o'clock M., on the day of, A. D. 19, and duly recorded in Book on Page.

County Clerk and Ex-Officio Register of Deeds

By

Deputy Clerk

No. Fees, $

572

WHEN RECORDED, MAIL TO:

Grant Busenbark

1106 East 425 North

Ogden, Utah 84404

$4.00

May 29, 1980 2P

165PR 572

540423

Space Above for Recorder's Use

WARRANTY DEED

PROP-ER-TIED, % K.K. GOODFELLOW aka J.K. GOODFELLOW and NEAL A. AUSTIN, grantor

of Bountiful, County of Davis, State of Utah,

hereby CONVEY and WARRANT to

GRANT BUSENBARK and ARMA BUSENBARK, his wife, as joint tenants and not as tenants in common, with full rights of survivorship

, grantee

of Ogden, County of Weber, State of Utah

for the sum of Ten and no/100----------DOLLARS,

the following described tract of land in Lincoln County, State of Utah, to-wit:

All of Lots 7 and 8, GRAND VIEW ENTERPRISES, INCORPORATED, SUBDIVISION TRACT 1, as shown in the official plat recorded June 6, 1973 as filing No. 447722 in the office of the Recorder, Lincoln County, Wyoming.

WITNESS the hand of said grantors, this 21st day of April, 19 80

Signed in the presence of

Carrie Salmon

J.K. Goodfellow

J.K. Goodfellow

Neal A. Austin

Neal A. Austin

PROP-ER-TIED, by Neal A. Austin, President

STATE OF UTAH,
County of DAVIS } ss.

On the day of May, 19 80 personally appeared before me J.K. Goodfellow (aka K.K. Goodfellow) and Neal A. Austin for himself and as President of Prop-er-Tied, a partnership the signers of the above instrument, who duly acknowledged to me that they executed the same.

Katherine L. Johnson

Notary Public.

My commission expires 11-1-83 Residing in Bountiful, Utah

BLACK'S TITLE
TITLE INSURANCE SPECIALISTS
P.O. BOX 219
453 WEST 500 SOUTH BOUNTIFUL, UTAH 84010
295-5528

WHEN RECORDED, MAIL TO:

.....

.....

.....

$4.00
RECORDED May 29, 1980 AT 9A.M.
IN BOOK 165PR. PAGE 569 LINCOLN, WYO.
NO. 540408 ELIZABETH C. WARE, CLERK

Space Above for Recorder's Use

Release of Mortgage
(Corporate)

AAA ENGINEERING & DRAFTING, INC. , a corporation of the State of Utah , hereby certifies that the indebtedness secured by the following described mortgage has been fully paid and satisfied and said mortgage is hereby released and discharged, which mortgage is dated February 20, , 19 74, was executed by ALPINE VILLAGE REALTY, INC. , as Mortgagor, to AAA ENGINEERING & DRAFTING, INC. , as Mortgagee, was recorded on April 11 , 1974 , as Entry No. 455516 in Book 111PR at Page(s) 270 of the records of the County Recorder of Lincoln County, Wyoming ~~Utah~~, and covers real property situated in said county described as follows:

Lot 5 of the Alpine Village Subdivision One, Plat One, as filed with the Lincoln County Clerks Office in Kemmerer, Wyoming.

Dated this 27th day of May , 19 80

Attest: AAA ENGINEERING & DRAFTING, INC. COMPANY

..... By [signature]
Secretary *President*

STATE OF UTAH
COUNTY OF Salt Lake } ss.

On the 27th day of May , 19 80 , personally appeared before me C. R. Anderson , who being by me duly sworn, did say that he is the President of AAA Engineering & Drafting, Inc., a corporation, and that said instrument was signed in behalf of said corporation by authority of its by-laws (or by a resolution of its board of directors) and said C. R. Anderson acknowledged to me that said corporation executed the same.

[signature]
Notary Public

My Commission Expires: May 28, 1984 Residing at: Salt Lake City, Utah

FORM RELEASE OF MORTGAGE, CORP. FORM—KEY W. NINTH SOUTH, S.L.C., UTAH

$6.00

RECORDED July 11, 1980 AT 2P
IN BOOK 166PR 611 REGISTER, WYO.
NO. 542186 [illegible] C. WADE, CLERK

WARRANTY DEED

RELAND A. and WILMA A. JOHNSON, husband and wife, Grantors, of Lincoln County, State of Wyoming, for and in consideration of TEN AND NO/100 DOLLARS ($10.00), and other good and valuable consideration in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT TO SILVER EAGLE OIL, INC., a Wyoming corporation, Grantee, the real estate, situate in Lincoln County, State of Wyoming, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

WITNESS our hands this 10th day of July, 1980.

Reland A. Johnson

Wilma A. Johnson

STATE OF UTAH)
: ss.
County of Salt Lake)

On this 10th day of July, 1980, before me personally appeared Reland A. Johnson and Wilma A. Johnson, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

ROBERT G. HALT NOTARY PUBLIC STATE OF UTAH

NOTARY PUBLIC
Residing at Salt Lake City

My Commission Expires:
Sept. 11, 1982

512

EXHIBIT "A"

The part of the S 1/2 NW 1/4 of Section 7, T26N, R112W, Lincoln County, Wyoming, described as follows:

Beginning at the Northeast corner of the said S 1/2 NW 1/4 where found a granite stone 10" x 17" x 6" marked 1/16 on the west, SS on the East; thence West, 1341.6 feet along the north line of the said S 1/2 NW 1/4 to the southeast point of that tract of record in the Office of the Clerk of Lincoln County in Book 48, Photo Records on page 554; thence S 00°15.3' E, 324.66 feet parallel to the east line of the said S 1/2 NW 1/4 to a point; thence East 1341.6 feet parallel to the north line of the said S 1/2 NW 1/4 to a point on the east line of the said S 1/2 NW 1/4; thence N 00°15.3' W, 324.66 feet along the east line of the said S 1/2 NW 1/4 to the corner beginning.

SUBJECT TO:

The easement, including the terms and provisions thereof, in favor of Lincoln Service Corporation, recorded 1-8-1957, at Book 20PR, page 351.

The easement, including the terms and provisions thereof, in favor of El Paso Natural Gas Co., recorded 10-29-1960, at Book 46PR, page 252.

Reservations of all rights to minerals as disclosed by deed from Cyril and Doris Housley, husband and wife, to Reland A. and Wilma A. Johnson, husband and wife, recorded 10-9-1975, at Book 121PR, page 352, and the effect of the conveyance on the surface of the herein-described property including but not limited to drilling, boring, strip mining, tunneling, quarrying, excavating and ingress and egress for the exercise of the said mineral right.

The mortgage, including the terms and provisions thereof, executed by Reland A. Johnson and Wilma A. Johnson, husband and wife, in favor of First Wyoming Bank N.A. - Kemmerer, dated 9-6-1978, recorded 10-24-1978 at Book 140PR, page 196, in the amount of $490,000.00.

MORTGAGE

IN BOOK 166PR PAGE [illegible] [illegible]ERER, WYO.
NO. 542703 ELIZABETH C. WADE, CLERK

THIS MORTGAGE is made this 11th day of July, 1980, between the Mortgagor, SILVER EAGLE OIL, INC., a Wyoming corporation (herein "Borrower"), and the Mortgagee, RELAND A. JOHNSON and WILMA A. JOHNSON ~~a corporation organized and existing under the laws of~~, whose address is P.O. Box 652, Farmington, Utah 84025 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of ..... Dollars, which indebtedness is evidenced by Borrower's note dated July 11, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 1986; and Borrower is further indebted to Lender as more particularly set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

TO SECURE to Lender (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 Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the County of ....., State of Wyoming:

See Exhibit "B" attached hereto and incorporated herein by this reference.

FOR RELEASE OF
This Mortgage
SEE BOOK [illegible] OF MORTGAGES
PAGE [illegible]

which has the address of N/A [Street], [City], [State and Zip Code] (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption.

See Exhibit "C" attached hereto and incorporated herein by this reference.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Borrower 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 Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give notice of intent to foreclose to Borrower and to the person in possession of the Property, if different, in accordance with applicable law. Lender shall mail a copy of a notice of sale to Borrower in the manner provided in paragraph 14 hereof. Lender shall publish the notice of sale and the Property shall be

sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The *proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including, but* not limited to, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Mortgage or (ii) entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. 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.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

SILVER EAGLE OIL, INC. —Borrower

By [signature]
Wyman Shepherd, President —Borrower

STATE OF ~~WYOMING~~ Utah, Salt Lake County ss:

The foregoing instrument was acknowledged before me this 11th of July (date) by Wyman Shepherd, President of Silver Eagle Oil, Inc. (person acknowledging)

My Commission expires: 1/10/87

Rebecca Brady
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

EXHIBIT "A"

Borrower is further indebteded to Lender pursuant to the terms of a certain Assumption Agreement dated July 11, 1980 (hereinafter the "Assumption Agreement") wherein Borrower assumed Lender's obligations under a certain Note, Mortgage and Security Agreement all dated September 6, 1978, entered into between Lender First Wyoming Bank, N.A. - Kemmerer.

As used in the preprinted form of Mortgage to which this Exhibit is attached, the term "Note" shall mean and include both Borrower's Note, dated July 11, 1980, and the Assumption Agreement dated July 11, 1980.

EXHIBIT "B"

The part of the S 1/2 NW 1/4 of Section 7, T26N, R112W, Lincoln County, Wyoming, described as follows:

Beginning at the Northeast corner of the said S 1/2 NW 1/4 where found a granite stone 10" x 17" x 6" marked 1/16 on the west, SS on the East; thence West, 1341.6 feet along the north line of the said S 1/2 NW 1/4 to the southeast point of that tract of record in the Office of the Clerk of Lincoln County in Book 48, Photo Records on page 554; thence S 00°15.3' E, 324.66 feet parallel to the east line of the said S 1/2 NW 1/4 to a point; thence East 1341.6 feet parallel to the north line of the said S 1/2 NW 1/4 to a point on the east line of the said S 1/2 NW 1/4; thence N 00°15.3' W, 324.66 feet along the east line of the said S 1/2 NW 1/4 to the corner beginning.

SUBJECT TO:

The easement, including the terms and provisions thereof, in favor of Lincoln Service Corporation, recorded 1-8-1957, at Book 20PR, page 351.

The easement, including the terms and provisions thereof, in favor of El Paso Natural Gas Co., recorded 10-29-1960, at Book 46PR, page 252.

Reservations of all rights to minerals as disclosed by deed from Cyril and Doris Housley, husband and wife, to Reland A. and Wilma A. Johnson, husband and wife, recorded 10-9-1975, at Book 121PR, page 352, and the effect of the conveyance on the surface of the hereindescribed property including but not limited to drilling, boring, strip mining, tunneling, quarrying, excavating and ingress and egress for the exercise of the said mineral right.

The mortgage, including the terms and provisions thereof, executed by Reland A. Johnson and Wilma A. Johnson, husband and wife, in favor of First Wyoming Bank N.A. - Kemmerer, dated 9-6-1978, recorded 10-24-1978 at Book 140PR, page 196, in the amount of $490,000.00.

EXHIBIT "C"

Paragraph 17 shall provide as follows:

17. Transfer of the Property; Assumption. Paragraph 13 hereof shall not be construed as permitting assignment, substitution, delegation, or other transfer of the property or any rights or obligations herein contained unless the express prior written consent of the parties has been obtained, which consent shall not be unreasonably withheld.

Notwithstanding the foregoing, without the written consent of Mortgagee, Borrower may sell or transfer the property and any rights under this Mortgage by written agreement providing that Borrower and such transferee shall be bound by and liable for the performance of this Mortgage if such transferee is:

(a) approved in writing by the United States Geological Survey to succeed to the rights of Borrower under that certain Agreement for Sale and Purchase of Royalty Oil, Contract No. 14-08-0001-18196, dated June 1, 1980, or under any substantially equivalent contract which may be subsequently executed by Borrower; or

(b) substantial and credit worthy, as demonstrated by a balance sheet of such transferee certified by a certified public accountant showing such transferee's net worth (determined in accordance with generally accepted accounting principles) to be at least two times (2x) the principal balance due under the Note and the Assumption Agreement immediately prior to the time of the transfer.

712

$10.00

RECORDED July 29, 1985 AT 9 A.M.
IN BOOK 228PR PAGE 712 KEMMERER, WYO.
NO. 639734 ELIZABETH C. WADE, CLERK

ASSIGNMENT OF MORTGAGE

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, RELAND A. JOHNSON and WILMA A. JOHNSON ("Assignors") whose address is P.O. Box 652, Farmington, Utah 84025, hereby assign to CAYMAN OVERSEAS TRUST CO. LTD., (formerly Cayman Overseas Bank and Trust Co.) ("Assignee"), all the beneficial interest and rights accrued or to accrue under that certain mortgage dated July 11, 1980, together with the indebtedness secured thereby subject only to the assignment to American Savings and Loan Association heretofore filed of record.

Said mortgage was executed by SILVER EAGLE OIL, INC., a Wyoming corporation, as mortgagor, and was recorded on July 11, 1980, as Instrument No. 542708, in Book PR-166 at Page 659, in the office of the Recorder of Lincoln County, Wyoming, and covers real property described on the attached Exhibit "A."

Assignors also assign to Assignee that certain promissory note dated July 11, 1980, in the sum of One Million Fifty Thousand Dollars ($1,050,000.00) given by SILVER EAGLE OIL, INC., a Wyoming corporation, to Assignors, and that certain guarantee of promissory note dated July 11, 1980, in the sum of Three Hundred Forty-five Thousand Two Hundred Forty-eight and 32/100 Dollars (345,248.32) given by WYMAN SHEPHERD, individually.

To induce Assignee to accept this assignment, Assignors hereby represent to Assignee as follows:

1. Assignors have duly performed all of the conditions of the mortgage and related documents.

2. The mortgage, the promissory note and the guarantee are now in full force and effect and not subject to any claims of setoff.

3. The mortgage, promissory note and guarantee are assignable.

4. There are no actions pending or threatened which might impair Assignors' rights under the above-described documents.

Assignors agree to save and hold harmless Assignee of and from any and all actions, suits, costs, damages, claims and demands whatsoever arising by reason of an act or omission of Assignors with respect to the mortgage, promissory note and guarantee agreement above described.

DATED this 15th day of July, 1985.

RELAND A. JOHNSON

WILMA A. JOHNSON

ACKNOWLEDGMENT AND CONSENT

SILVER EAGLE OIL, INC., a Wyoming corporation, and WYMAN SHEPHERD acknowledge receipt of a copy of this Assignment, acknowledge that the mortgage, promissory note and guarantee are assignable, and hereby consent to this Assignment.

SILVER EAGLE OIL, INC.,
A Wyoming corporation

By: _____
WYMAN SHEPHERD, President

_____
WYMAN SHEPHERD, individually

25/p-7/9

STATE OF UTAH)
: ss
COUNTY OF Salt Lake)

On this 15th day of July, 1985, personally appeared before me WILMA A. JOHNSON, who being by me first duly sworn stated that she signed the foregoing instrument and that she executed the same.

NOTARY PUBLIC
Residing at: Salt Lake County, Utah

My Commission Expires:
3/12/88

ROY B. MOORE NOTARY PUBLIC STATE OF UTAH

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On this 15th day of July, 1985, personally appeared before me RELAND A. JOHNSON, who being by me first duly sworn stated that he signed the foregoing instrument and that he executed the same.

NOTARY PUBLIC
Residing at: Salt Lake County, Ut.

My Commission Expires:
3/12/88

ROY B. MOORE NOTARY PUBLIC STATE OF UTAH

25/p-7/9

EXHIBIT A

The part of the S 1/2 NW 1/4 of Section 7, T26N, R112W, Lincoln County, Wyoming, described as follows:

Beginning at the Northeast corner of the said S 1/2 NW 1/4 where found a granite stone 10" x 17" x 6" marked 1/16 on the west, SS on the East; thence West, 1341.6 feet along the north line of the said S 1/2 NW 1/4 to the southeast point of that tract of record in the Office of the Clerk of Lincoln County in Book 48, Photo Records on page 554; thence S 00°15.3' E, 324.66 feet parallel to the east line of the said S 1/2 NW 1/4 to a point; thence East 1341.6 feet parallel to the north line of the said S 1/2 NW 1/4 to a point on the east line of the said S 1/2 NW 1/4; thence N 00°15.3' W, 324.66 feet along the east line of the said S 1/2 NW 1/4 to the corner beginning.

SUBJECT TO:

The easement, including the terms and provisions thereof, in favor of Lincoln Service Corporation, recorded 1-8-1957, at Book 20PR, page 351.

The easement, including the terms and provisions thereof, in favor of El Paso Natural Gas Co., recorded 10-29-1960, at Book 46PR, page 252.

Reservations of all rights to minerals as disclosed by deed from Cyril and Doris Housley, husband and wife, to Reland A. and Wilma A. Johnson, husband and wife, recorded 10-9-1975, at Book 121PR, page 352, and the effect of the conveyance on the surface of the herein-described property including but not limited to drilling, boring, strip mining, tunneling, quarrying, excavating and ingress and egress for the exercise of the said mineral right.

The mortgage, including the terms and provisions thereof, executed by Reland A. Johnson and Wilma A. Johnson, husband and wife, in favor of First Wyoming Bank N.A. - Kemmerer, dated 9-6-1978, recorded 10-24-1978 at Book 140PR, page 196, in the amount of $490,000.00.

200

$8.00

RECORDED Sept. 26, 1985 9A M.
IN BOOK 231PR 200 ... WYO.
NO. 643556 ... WADE, CLERK

ASSIGNMENT OF MORTGAGE

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, RELAND A. JOHNSON and WILMA A. JOHNSON ("Assignors") whose address is P. O. Box 652, Farmington, Utah 84025, hereby assign to AMERICAN SAVINGS AND LOAN ASSOCIATION, a Utah corporation ("Assignee"), all the beneficial interest and rights accrued or to accrue under that certain mortgage dated July 11, 1980, together with the indebtedness secured thereby.

Said mortgage was executed by SILVER EAGLE OIL, INC., a Wyoming corporation, as mortgagor, and was recorded on 11 July, 19 80, as Entry No. 542708 (Instrument No.), in Book PR-166 at Page 659, in the office of the Recorder of Lincoln County, Wyoming, and covers real property described on the attached Exhibit "A."

Assignors also assign to Assignee that certain promissory note dated July 11, 1980, in the sum of One Million Fifty Thousand Dollars ($1,050,000.00) given by SILVER EAGLE OIL, INC., a Wyoming corporation, to Assignors, and that certain guarantee of promissory note dated July 11, 1980, in the sum of Three Hundred Forty-five Thousand Two Hundred Forty-eight and 32/100 Dollars ($345,248.32) given by WYMAN SHEPHERD, individually.

To induce Assignee to accept this assignment, Assignors hereby represent to Assignee as follows:

1. Assignors have duly performed all of the conditions of the mortgage and related documents.

2. The mortgage, the promissory note and the guarantee are now in full force and effect and not subject to any claims of setoff.

3. The mortgage, promissory note and guarantee are assignable.

4. There are no actions pending or threatened which might impair Assignors' rights under the above-described documents.

Assignors agree to save and hold harmless Assignee of and from any and all actions, suits, costs, damages, claims and demands whatsoever arising by reason of an act or omission of Assignors with respect to the mortgage, promissory note and guarantee agreement above described.

DATED this 6th day of September, 1983.

RELAND A. JOHNSON

WILMA A. JOHNSON

ACKNOWLEDGMENT AND CONSENT

SILVER EAGLE OIL, INC., a Wyoming corporation, and WYMAN SHEPHERD acknowledge receipt of a copy of this Assignment, acknowledge that the mortgage, promissory note and guarantee are assignable, and hereby consent to this Assignment.

SILVER EAGLE OIL, INC.
A Wyoming Corporation

By
Wyman Shepherd, President

WYMAN SHEPHARD, Individually

STATE OF UTAH)
: ss.
COUNTY OF Salt Lake)

On the 6th day of September, 1983, personally appeared before me Reland A. Johnson and Wilma A. Johnson, the signers of the above instrument, who jointly and severally acknowledged to me that they executed the same.

Debbie Nelson
NOTARY PUBLIC
Residing in: Salt Lake City, Utah

My Commission Expires:

1/12/87

STATE OF LOUISIANA)
: ss.
COUNTY OF Jeff. Davis)

On the 25 day of October, 1984, personally appeared before me Wyman Shepherd, who being by me first duly sworn on oath deposed and stated that he is the President of Silver Eagle Oil, Inc., a Wyoming corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors; and said Wyman Shepherd duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Dudley J. LeBlanc
NOTARY PUBLIC
Residing in: Jennings, La

My Commission Expires:

AT DEATH

STATE OF _____)
: ss.
COUNTY OF _____)

On the _____ day of October, 1984, personally appeared before me Wyman Shepherd, one of the signers of the above instrument, and acknowledged to me that he executed the same.

NOTARY PUBLIC
Residing in: _____

My Commission Expires:

_____

664

Town of LaBarge

March 8, 1988

$4.00

RECORDED March 10, 1988 AT 9A.M.
IN BOOK 259PR PAGE 664 KEMMERER, WYO.
NO. 684825 ELIZABETH C. WADE, CLERK

Elizabeth C. Wade
Lincoln County Clerk
P. O. Box 670
Kemmerer, WY 83101

Please file, on behalf of the Town of LaBarge, the following property lien:

Property Owner: Weyman Shephard
Silver Eagle Refining Co.
P. O. Box 40
Mermentau, LA 70556

Amount Owing: $336.68

Property Description: SE 1/4 of NW 1/4 Section 7, Township 26, Range 112, Lincoln County, Wyoming. Ten acres more or less, together with all improvements thereon.

Filing fee in the amount of $4.00 is enclosed.

Georgia A. Kadlecek
Town Clerk/Treasurer

Before me, a Notary Public in and for Lincoln County, State of Wyoming, appears Georgia A. Kadlecek and being duly sworn by me says the facts in the foregoing instrument are true.

Notary Public

Dated: March 9, 1988

My Commission Expires: July 9, 1989

(307) 386-2267 • Box 327 • LaBarge, Wyoming 83123

$4.00

RECORDED Nov. 19, 1981 9A
IN BOOK 182PR 559
NO. 568806

RIGHT OF WAY AND EASEMENT GRANT

559

SILVER EAGLE OIL, INC.,
a Corporation of the State of Wyoming, Grantor, does hereby convey and warrant to MOUNTAIN FUEL SUPPLY COMPANY, a Corporation of the State of Utah, Grantee, its successors and assigns, for the sum of ONE AND NO/100----------DOLLARS ($1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement 15.0 feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves, valve boxes and other gas transmission and distribution facilities (hereinafter collectively called "facilities") through and across the following described land and premises situated in Lincoln County, State of Wyoming, to-wit:

Land of the Grantor located in the Northeast Quarter of Section 7, Township 26 North, Range 112 West of the 6th Principle Meridian,

the center line of said right of way and easement shall extend through and across the above described land and premises as follows, to-wit:

Beginning at a point which lies North 58° 05' 39" East a distance of 771.55 feet from the Southwest corner of the Northwest Quarter of the Northeast Quarter of said Section 7; thence North 75° 55' 25" East a distance of 692.69 feet.

TO HAVE AND TO HOLD the same unto the said Mountain Fuel Supply Company, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from said right of way to maintain, operate, repair, inspect, protect, remove and replace the same. During temporary periods Grantee may use such portion of the property along and adjacent to said right of way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. The said Grantor shall have the right to use the said premises except for the purposes for which this right of way and easement is granted to the said Grantee, provided such use does not interfere with the facilities or any other rights granted to the Grantee hereunder.

The Grantor shall not build or construct nor permit to be built or constructed any building or other improvement over or across said right of way, nor change the contour thereof without written consent of Grantee. This right of way grant shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of the Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of the Grantee are without authority to make any representations, covenants or agreements not herein expressed.

IN WITNESS WHEREOF the Grantor has caused its corporate name and seal to be hereunto affixed this 26th day of October, 1981.

ATTEST: SILVER EAGLE OIL, INC.

(SEAL) Secretary By Wyman Shepard President

STATE OF WYOMING)
: ss.
COUNTY OF Lincoln)

The foregoing instrument was acknowledged before me by

Wyman Shepard

this 26 day of Oct, 1981.

Witness my hand and official seal.

Darise Housley
Notary Public

My Commission Expires:
Oct 18, 1984

RW-3 SL 5-61

property described in the Security Agreement remains subject to the lien, charge, or encumbrance of the Mortgage and Security Agreement. Nothing herein contained or done pursuant hereto shall affect or be construed to affect the lien, charge, or encumbrance of the Mortgage and/or Security Agreement or the priority thereof over other liens, charges, or encumbrances, or, except as herein otherwise expressly provided, to release or affect the liability of any party or parties whosoever would now or may hereafter be liable under or on account of the Note, Mortgage, and Security Agreement.

3. Limitations. The right to plead any statute of limitations is a defense to any obligations and demand secured by or mentioned in the Mortgage and/or Security Agreement is hereby waived by Purchaser to the full extent permissible by law.

4. Application of Agreement. This Agreement applies to, inures to the benefit of, and binds all parties hereto and their respective heirs, legatees, devisees, and administrators, executors, successors, or assigns.

5. Indemnification of Seller. Purchaser hereby agrees that if Purchaser shall fail to make timely payments of the Note or shall fail to perform any other obligation of the Mortgage or Security Agreement, Purchaser shall indemnify and hold Seller harmless from and against all liability from any judgment, costs, including but not limited to attorneys' fees, and any other expenses incurred or amounts due with respect to any proceeding to enforce the terms of the Note, Mortgage, or Security Agreement.

6. Rights and Remedies. The rights and remedies of any of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions. Each of the parties confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provisions hereof. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other parties for a breach or threatened breach of any provision hereof, it being the intention by this section to make clear the agreement of the parties that the respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

7. Attorneys' Fees. In the event there is a default under this Agreement and it becomes reasonably necessary for either party to employ the services of an attorney in connection therewith, either with or without litigation, the losing party to the controversy arising out of the default shall pay to the successful party a reasonable attorneys' fee and, in addition, such costs and expenses as are incurred in enforcing or in terminating this Agreement.

8. Authorization. Each individual executing this Agreement does thereby represent and warrant to each other person so signing (and each other entity for which another person may be signing) that he has been duly authorized to deliver this Agreement in the capacity and for the entity set forth where he signs.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

SELLER:

Reland A. Johnson

Wilma A. Johnson

PURCHASER:

SILVER EAGLE OIL, INC., a Wyoming corporation

By: Wyman Shepherd, President

STATE OF UTAH)
: ss.
County of Salt Lake)

On the 11th day of July, 1980, personally appeared before me Reland A. Johnson and Wilma A. Johnson, the signers of the above instrument, who duly acknowledged to me that they executed the same.

Rebecca Brady
NOTARY PUBLIC

My commission expires: 1/10/82

Residing at: Salt Lake City, Utah

STATE OF UTAH)
: ss.
County of Salt Lake)

On the 11th day of July, 1980, personally appeared before me Wyman Shepherd, President of Silver Eagle Oil, Inc., the signer of the above instrument, who duly acknowledged to me that he executed the same on behlaf of Silver Eagle Oil, Inc.

Rebecca Brady
NOTARY PUBLIC

My commission expires: 1/10/82

Residing at: Salt Lake City, Utah

666

$22.00

RECORDED July 17, 1980 AT 9 A.M.
IN BOOK 166PR PAGE 666 KEMMERER, WYO.
NO. 542700 ELIZABETH C. WADE, CLERK

ASSUMPTION AGREEMENT

THIS AGREEMENT (the "Agreement"), made and entered into this 11 day of July, 1980, by and between RELAND A. JOHNSON and WILMA A. JOHNSON, husband and wife, (hereinafter referred to as "Seller") and SILVER EAGLE OIL, INC., a Wyoming corporation (hereinafter referred to as "Purchaser").

R E C I T A L S:

A. Seller is obligated and liable for the payment to the Mortgagee of the debt evidenced by a Note in the original sum of $490,000.00, dated September 6, 1978, executed by Seller (hereinafter the "Note"), a copy of which is attached hereto and marked Exhibit "A".

B. The which Note is secured by a Mortgage dated September 6, 1978, which was recorded on October 24, 1978, in Book 140PR, Page 196, in the Office of the Recorder of Lincoln County, State of Wyoming, (hereinafter the "Mortgage"), a copy of which is attached hereto and marked Exhibit "B", and Mortgagee is now the owner and holder of the Note and Mortgage.

C. The Note is further secured by a Security Agreement dated September 6, 1978, a copy of which is attached hereto and marked Exhibit "C", and Mortgagee is now the secured party under the terms of the Security Agreement.

D. Seller has sold and conveyed, or is about to sell and convey, the whole of the real property described in the Mortgage and the other property described in the Security Agreement to Purchaser.

W I T N E S S E T H:

NOW, THEREFORE, in consideration of the mutual promises and obligations herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assumption of Liability. Purchaser agrees to pay the Note in installments at the times, in the manner, and in all other respects as therein provided; to perform all of the obligations provided in the Mortgage and the Security Agreement to be performed by the Seller at the time, in the manner, and in all respects as therein provided; to be bound by all of the terms of the Mortgage and Security Agreement, all as though the Note, Mortgage, and Security Agreement, and each of them, had originally been made, executed and delivered by Purchaser.

2. No Impairment of Lien. The whole of the real property described in the Mortgage and the whole of the other

$18.00

RECORDED January 17, 1986 AT 9A
IN BOOK 235PR PAGE 69 ...
NO 649151 ELIZABETH C. WADE, CLERK

AGREEMENT TO REDUCE PAYMENTS
UNDER TERMS OF PROMISSORY NOTE,
REAL ESTATE MORTGAGE AND SECURITY AGREEMENT

This Agreement made and entered into this 8TH day of NOVEMBER, 1985, between RELAND JOHNSON and WILMA JOHNSON hereinafter known as ("Johnson"); SILVER EAGLE OIL, INC., a Wyoming Corporation, hereinafter known as ("Silver Eagle"), WYMAN SHEPHERD, hereinafter known as ("Shepherd"), AMERICAN SAVINGS & LOAN ASSOCIATION, hereinafter known as ("American") and CAYMAN OVERSEAS TRUST COMPANY LTD., a Grand Cayman, British West Indies Corporation, hereinafter known as ("Cayman").

W I T N E S S E T H :

WHEREAS, Silver Eagle executed its Promissory Note to Johnson dated July 11, 1980, a copy of which is hereto attached as Exhibit "A", and

WHEREAS, Shepherd executed his "Guarantee of Promissory Note" to Johnson dated July 11, 1980, a copy of which is attached hereto and marked Exhibit "B", and

WHEREAS, Silver Eagle, to secure the Promissory Note of July 11, 1980, executed its mortgage to Johnson dated July 11, 1980, a copy of which is attached hereto and marked Exhibit "C", and as further security executed its "Security Agreement", a copy of which is attached hereto marked Exhibit "D", and

WHEREAS, Johnson executed in favor of Cayman, on or about April 8, 1985, an Amendment of Promissory Note and Pledge of Additional Security, a copy of which is attached hereto marked

Exhibit "E", which Pledge of Additional Security included those items set forth in Paragraph II of said Amendment to Promissory Note and Pledge of Additional Security dated April 8, 1985, and

WHEREAS, American Savings & Loan Association claims a security interest prior to that of Cayman in the various items set forth in Paragraph II of the Amendment to Promissory Note and Pledge of Additional Security, a copy of which is attached hereto marked Exhibit "E", and

WHEREAS, Johnson is willing to reduce payments due on the Promissory Note secured by other instruments executed by Silver Eagle and Shepherd dated July 11, 1980, copies of which are attached as Exhibits "A", "B", "C" and "D" conditioned on the prompt payment by Silver Eagle and Shepherd of the reduced amounts set forth hereinafter.

NOW THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, it is agreed as follows:

1. Although the amount due Johnson on that certain Promissory Note from Silver Eagle dated July 11, 1980, is in excess of $500,000.00, Johnson hereby agrees to reduce the amount of the Promissory Note and accept as payment of said note the principal sum of THREE HUNDRED TWENTY FIVE THOUSAND AND NO/100 ($325,000.00) DOLLARS, together with the transfer and assignment to Johnson of a Polar brand semi-trailer tanker, SN 1PMA24420B1005578 on the express condition that the payments to

be made to retire said obligation are so made promptly within the time set forth hereinafter. In the event said payments are not so made within ten (10) days after the monthly due date, then the full amount of the note shall be automatically reinstated and the payments theretofore made shall be recomputed and allocated first to costs and expenses of enforcement and collection, including reasonable attorney's fees whether or not legal action is initiated, second to accrued but unpaid interest, and then to reduction of principal. In the event of such default, no credit shall be given against the amount due for the Polar semi-trailer tanker transferred as part of this Agreement.

2. Payment terms under the compromised and reduced obligation under the July 11, 1980, Promissory Note, shall be $28,500.00 on execution hereof which shall be on or before November 10, 1985 (of which $6,500 shall be allocated to accrued interest and the remainder to the reduction of principal) and the additional sum of $5,000.00 together with accrued but unpaid interest on the unpaid balance on the 10th day of November, 1985 and on the 1st day of each month thereafter, all made payable to Cayman Overseas Trust Company, Ltd. and delivered to Sessions & Moore, Attention Roy B. Moore, attorney for Cayman Overseas Trust, Ltd., 505 East 200 South, Suite 400, and monthly thereafter on the first day of each month until said $325,000.00 plus interest is fully paid. All such payments shall first be applied to accrued interest and then to reduce principal, as per Paragraph 4. Upon default as set forth in Paragraph 1 hereof, in

addition to the original principal balance being reinstated, payments in the amounts and on the periodic basis as set forth in the last agreement between Silver Eagle, Shepherd and Johnson shall be reinitiated and put into automatic effect.

3. Shepherd hereby reaffirms in accordance with his plan of reorganization signed October 22, 1985, which represent such obligation as a contingent liability of Shepherd, the guarantee of the Promissory Note of July 11, 1980, a copy of which is attached as Exhibit "B".

4. The reduced balance of $325,000.00 shall bear interest at one (1%) percent per month from September 10, 1985, and payments shall be applied first to interest and then to principal.

5. In the event payment of any installment is not delivered to Johnson within ten (10) days of the due date as set forth hereinabove Johnson, his successor or assigns, shall have all of the rights to foreclose on the security represented by the Real Estate Mortgage, Exhibit "C", and the Security Agreement, Exhibit "D", and to enforce the guarantee of Wyman Shepherd, it being mutually agreed and understood that this Agreement shall not create any novation and that the note, including principal and interest, and the security instruments consisting of the Guarantee, Mortgage, and Security Agreement shall remain in full force and effect and shall not be released until all of the terms of this Agreement to Reduce Payments have been fully performed.

6. Cayman hereby consents to the provisions of this Agreement to reduce principal and payments, it being understood that the pledge and granting of security interest of the Silver Eagle Promissory Note, Mortgage and Security Agreement and the Guarantee of Wyman Shepherd by Reinald and Wilma Johnson under agreement dated April 8, 1985 to Cayman shall remain in full force and effect except as modified by the reduction of principal and payments set forth hereinabove.

7. American Savings & Loan Association hereby agrees that its security interest in the Promissory Note of Silver Eagle to Johnson and the other instruments securing said Promissory Note, including the Guarantee of Wyman Shepherd shall remain in full force and effect, except as modified by the reduction of principal and payments set forth hereinabove, and that the priorities of American and Cayman shall not be affected whatsoever by this Agreement.

8. Johnson hereby warrants and covenants that the July 11, 1980 Promissory Note of Silver Eagle to Johnson and the other instruments and documents subject to this Agreement, hereinabove, have not been assigned or pledged, other than the assignments to American and Cayman, as set forth hereinabove.

9. American and Cayman each, individually, acknowledge that they have no notice of any assignments or pledges of the July 11, 1980 Promissory Note of Silver Eagle to Johnson and the other obligations and documents subject to this Agreement other

than the assignment to American and Cayman, as set forth hereinabove.

10. American and Cayman each, individually, hereby warrant and covenant that they have not reassigned or pledged the July 11, 1980 Promissory Note of Silver Eagle to Johnson or the other obligations and documents subject to this Agreement.

11. The parties agree that the July 11, 1980 Promissory Note of Silver Eagle to Johnson shall be specifically endorsed acknowledging that it is subject to the terms and conditions of this Agreement and at the request of any party hereto, the other parties shall execute such other documents as deemed necessary to give the notice of the terms of this agreement.

12. The parties acknowledge that all payments due pursuant to the July 11, 1980 Promissory Note of Silver Eagle to Johnson and the other obligations and documents of this Agreement shall be made in accordance with Paragraph 2 of this Agreement. So long as the obligation of Johnson to American Savings & Loan Association is not in default, Cayman shall reserve all such payments until such time as Johnson and American stipulate and agree otherwise or until Cayman and Silver Eagle receive a certified copy of a Court Order in a court of competent jurisdiction ordering said payment to be made to someone other than Cayman.

13. This Agreement shall be construed under and by virtue of the laws of the State of Utah.

14. This Agreement may be executed in counterparts and such execution shall have the same effect as if each signatory executed the original hereof.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

RELAND JOHNSON

WILMA JOHNSON

SILVER EAGLE OIL, INC., a Wyoming Corporation

By _____
WYMAN SHEPHERD
President

_____
WYMAN SHEPHERD, Individually

CAYMAN OVERSEAS BANK & TRUST COMPANY LTD.

By _____
Its

AMERICAN SAVINGS & LOAN ASSOCIATION

By _____
Its Asst. Vice President

14. This Agreement may be executed in counterparts and such execution shall have the same effect as if each signatory executed the original hereof.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

RELAND JOHNSON

WILMA JOHNSON

SILVER EAGLE OIL, INC., a Wyoming Corporation

By
WYMAN SHEPHERD
President

WYMAN SHEPHERD, Individually

CAYMAN OVERSEAS BANK & TRUST COMPANY LTD.

By
Its Executive Vice President

AMERICAN SAVINGS & LOAN ASSOCIATION

By
Its Asst. Vice President

$28.00

RECORDED January 17, 1986 AT 9a.m.
IN BOOK 235PB PAGE 67 [illegible], WYO.
NO. 649152 ELIZABETH C. WADE, CLERK

PROMISSORY NOTE

DATE: 16th Day of December, 1985

FOR VALUE RECEIVED, the undersigned RELAND A JOHNSON of P.O. Box 652, Farmington, Utah, 84025, d.b.a. RELAND JOHNSON PETROLEUM of P.O. Box 125, LaBarge, Wyoming, Calpet Road, LaBarge, Wyoming ("MAKER"), hereby promises to pay to the order of Silver Eagle Oil, Inc., a Wyoming Corporation, ("PAYEE") at P.O. Box 609, East Highway 90, Jennings, Louisiana 70546, or at such other place as the holder hereof may designate from time to time in writing, in lawful money of the United States of America the sum of FIFTEEN THOUSAND DOLLARS ($15,000.00).

PAYMENT: MAKER hereby unconditionally agrees to pay PAYEE $10,000.00 of the above stated $15,000.00 indebtedness on April 11, 1986 and the above remaining balance of $5,000.00 on September 13, 1986.

PREPAYMENT: MAKER may make payments to the above stated indebtedness at any time; all sums received shall be applied to the first $10,000.00 payment due on April 11, 1986 and then to the remaining payment balance of $5,000.00 due on September 13, 1986.

COLLATERAL AND SECURITY: This NOTE is secured by the security interest and provisions of a certain Security Agreement of even date herewith ("SECURITY AGREEMENT"), executed by MAKER and PAYEE covering certain goods, to-wit: all the inventory of Wyoming Sweet Crude Oil and Unleaded Gas as more fully described in Exhibit "B" of the SECURITY AGREEMENT, and by the Polar brand semi-trailer tanker Model SB6E1, SN 1 PMA 244208.005578, as more fully described in Exhibit "C" of the SECURITY AGREEMENT, which security agreement as to the semi-trailer tanker shall be secondary and inferior to that held by Cayman Overseas Trust Co. Ltd.

REPRESENTATIONS AND WARRANTIES: MAKER represents and warrants that the instruments and documents subject to this NOTE, as referred to hereinabove, and the goods and equipment secured thereby are not now mortaged, assigned, pledged, or encumbered. MAKER further agrees that he shall not, without the prior written consent of Silver Eagle Oil, Inc., alienate or sell or create, incur, assume, or suffer to exist any liens, security interests or other charge or encumbrance of any kind upon or with respect to the above-referenced collateral and security and to the extent any such encumbrance is deemed under applicable law to include all or a portion of the above referenced collateral and security. MAKER agrees that the lien of this SECURITY AGREEMENT shall be superior in all respects to suchencumbrance.

Silver Eagle Oil, Inc. by [illegible]

[illegible]
Reland Johnson

EVENTS OF DEFAULT: The following shall constitute a

default by the MAKER hereunder, to-wit:

(a) The failure of MAKER to pay the sum due under this NOTE, as and when due; or

(b) The failure in any material respect to perform in a timely fashion any of its obligations herein; or

(c) Any representation of MAKER shown to be untrue or incorrect in any material respect; or

(d) A petition is filed seeking MAKER bankrupt; or

(e) MAKER hereof makes a general assignment for the benefit of creditors; or

(f) MAKER becomes insolvent; or

(g) MAKER suffers the appointment of a receiver; or

(h) Waste or destruction of collateral and security.

Then, in any such event, the MAKER agrees that the entire balance owing hereunder shall, at the option of the HOLDER hereof and without presentment, notice, or demand of any kind, become immediately due and payable. MAKER also agrees to enforcement of payment upon the NOTE by execution upon and foreclosure of the SECURITY AGREEMENT.

NOTICE: Any notice or communication hereunder shall be in writing addressed to the following:

Roland A. Johnson
P.O. Box 652
Farmington, UT 84025

Silver Eagle Oil, Inc.
Attention: Richard D. Dodd
P.O. Box 609
East Highway 90
Jennings, LA 70546

COSTS AND ATTORNEYS' FEES: In case the NOTE should be placed in the hands of an attorney to institute legal proceedings to recover the amount thereof or any part thereof, or to protect the interests of the HOLDER(S) thereof, or in case the same should be placed in the hands of an attorney for collection, compromise or any other action, MAKER hereby agrees to pay all costs and expenses. All such costs and expenses shall constitute additional indebtedness of MAKER which MAKER promises to pay upon demand and which is secured by the above-referenced SECURITY AGREEMENT.

WAIVER:

(a) No waiver of any default shall operate as a waiver of any further default whether of like or different character; and

(b) The MAKER hereof waives presentment for payment, protest, demand of any kind.

REMEDIES: No remedy conferred herein upon PAYEE on

any HOLDER hereof is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity. No course of dealing between MAKER and PAYEE or any holder hereof in exercising any right hereunder shall operate as a waiver of any rights of PAYEE or any HOLDER.

CHOICE OF LAW: This NOTE shall be governed by and construed in accordance with the laws, including the Uniform Commercial Code, of Kansas, United States of America.

SUCCESSORS AND ASSIGNS: The terms and conditions of this NOTE shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed the NOTE this 16th day of DECEMBER, 1985.

WITNESSES:

MAKER:

BY:

Silver Eagle Oil, Inc.
PAYEE

BY:
Stephen Cole
Assistant Vice-President

SECURITY AGREEMENT
(NON-POSSESSORY COLLATERAL)

This Security Agreement ("AGREEMENT") made and entered into this 14th day of December, 1988, by and between RELAND A. JOHNSON (DEBTOR) and SILVER EAGLE OIL, INC., a Wyoming corporation (SECURED PARTY).

RECITALS:

A. DEBTOR declares that he is justly and truely indebted to SECURED PARTY pursuant to the terms of a certain Promissory Note ("NOTE") executed of even date herewith, a copy of which is attached hereto, marked as Exhibit "A".

B. DEBTOR desires to grant SECURED PARTY a security interest in the following-described property (hereinafter collectively referred to as the "COLLATERAL"):

1. Any and all inventory now or hereafter contained on, utilized in connection with, or acquired in conjunction with the following described property: RELAND A. JOHNSON d.b.a. RELAND JOHNSON PETROLEUM (refining and marketing), Cabet Road, LaBance Lincoln County, Wyoming including but not limited to the property described in Exhibit "B" attached hereto ("GOODS"); and

2. The property described in Exhibit "C" attached hereto ("EQUIPMENT").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual promises and obligations herein contained and for good and valuable consideration, the receipt and sufficency of which is hereby acknowledged, the parties agree as follows:

SECURITY INTEREST. DEBTOR hereby grants to SECURED PARTY payment of indebtedness evidenced by that NOTE (Exhibit "A") executed on even date herewith, a security interest in the COLLATERAL and any proceeds therefrom until the NOTE has been paid in full. It being intended that the security interest of this AGREEMENT shall cease as to the GOODS (Exhibit "B") which is disposed of, pursuant to the Written Consent executed by SECURED PARTY on an even date herewith, by the DEBTOR up to the

time of foreclosure. It shall attach to the purchases made by DEBTOR to supply the place of such property disposed of and to items after acquired additions to said masses of GOODS.

USE OF COLLATERAL. DEBTOR may retain possession of the COLLATERAL until default, under the NOTE secured hereby or the terms of this AGREEMENT.

EVENTS OF DEFAULT. DEBTOR shall be in default under this AGREEMENT upon the happening of any of the following events or conditions:

1. Default in the due payment, performance, or observance of any of the terms and conditions of the NOTE secured hereby;

2. Any event which results in the acceleration of the maturity of the NOTE; or

3. The seizure or taking of any of the COLLATERAL by any governmental or similar authority, or the issuance of a writ, order of attachment, or garnishment with respect thereto.

REMEDIES. In the event of any EVENTS OF DEFAULT, the NOTE, at the option of the SECURED PARTY, shall ipso facto mature and become immediately due and payable, anything therein contained to the contrary notwithstanding. Also, in the event of any EVENTS OF DEFAULT, the SECURED PARTY shall have all the rights and remedies of a SECURED PARTY under the Wyoming Uniform Commercial Code and this Agreement. These rights/provisions include, but are not limited to:

A. The right to require the DEBTOR to assemble the COLLATERAL, together with any additions, accessions, and replacements/substitutions thereto, and make it available to the SECURED PARTY at a place designated thereby which is reasonably convenient to both parties.

B. Permission granted hereby to peaceable enter premises to repossess the COLLATERAL.

C. The right, after repossession, to dispose of the COLLATERAL in any commercially reasonable manner, and

D. The right, after disposition, to hold DEBTOR liable, within the limits of the law, for any deficiency remaining between

1. proceeds realized by the SECURED PARTY after disposition and 2. amounts of all obligations secured hereby plus costs, including, but not limited to, any reasonable expenses of retaking, holding, preparing, and disposing of the COLLATERAL and any reasonable legal expenses incurred by the SECURED PARTY to enforce obligations secured hereby or this AGREEMENT.

CHOICE OF LAW. This NOTE shall be governed by and constructed in accordance with the laws, including the Uniform Commerical Code of Wyoming, United States of America.

WAIVER. No failure by the SECURED PARTY, or any legal holder hereof, to enforce any one right set forth herein nor the granting of any extension of time nor taking of additional COLLATERAL, nor partial release of COLLATERAL of the making of

future advances, shall not be construed as a waiver of the right to enforce any and all remedies provided herein, nor shall it act to discharge or release the COLLATERAL.

SUCCESSORS AND ASSIGNS. This AGREEMENT shall bind the respective executors, administrators, distributees, successors, and assigns of the DEBTOR and the SECURED PARTY.

INSURANCE. DEBTOR agrees to have and maintain the COLLATERAL constantly insured against risks of theft, damage, fire and other such hazards up to the full insurable value of the COLLATERAL with loss payee clauses in favor of SECURED PARTY.

MAINTENANCE OF COLLATERAL. DEBTOR will maintain the COLLATERAL in good condition and repair and will pay and discharge all taxes, levies and other impositions levied thereon as well as the cost of repairs to or maintenance of the same and will not permit anything to be done that may impair the value of any of the COLLATERAL; if DEBTOR fails to pay such sums, SECURED PARTY may do so for DEBTOR'S account, adding the amount thereof to the other amounts secured hereby.

IN WITNESS WHEREOF, the parties hereto have executed this SECURITY AGREEMENT this 10th day of December, 1985.

WITNESS:

"DEBTOR"

By: _____
RELAND A. JOHNSON

"SECURED PARTY"
SILVER EAGLE OIL, INC.

By: _____
STEPHEN COLE
ASSISTANT VICE-PRESIDENT

EXHIBIT "A"
PROMISSORY NOTE

DATE: 16th Day of December 1985

FOR VALUE RECEIVED, the undersigned RELAND A JOHNSON of P.O. Box 652, Farmington, Utah, 84025, d.b.a. RELAND JOHNSON PETROLEUM of P.O. Box 125, LaBarge, Wyoming, Calpet Road, LaBarge, Wyoming ("MAKER"), hereby promises to pay to the order of Silver Eagle Oil, Inc., a Wyoming Corporation, ("PAYEE") at P.O. Box 609, East Highway 90, Jennings, Louisiana 70546, or at such other place as the holder hereof may designate from time to time in writing, in lawful money of the United States of America the sum of FIFTEEN THOUSAND DOLLARS ($15,000.00).

PAYMENT: MAKER hereby unconditionally agrees to pay PAYEE $10,000.00 of the above stated $15,000.00 indebtedness on April 11, 1986 and the above remaining balance of $5,000.00 on September 13, 1986.

PREPAYMENT: MAKER may make payments to the above stated indebtedness at any time; all sums received shall be applied to the first $10,000.00 payment due on April 11, 1986 and then to the remaining payment balance of $5,000.00 due on September 13, 1986.

COLLATERAL AND SECURITY: This NOTE is secured by the security interest and provisions of a certain Security Agreement of even date herewith ("SECURITY AGREEMENT"), executed by MAKER and PAYEE covering certain goods, to-wit: all the inventory of Wyoming Sweet Crude Oil and Unleaded Gas as more fully described in Exhibit "B" of the SECURITY AGREEMENT, and by the Polar brand semi-trailer tanker Model SB6E1, SN 1 PMA 24420B1005578, as more fully described in Exhibit "C" of the SECURITY AGREEMENT.

REPRESENTATIONS AND WARRANTIES: MAKER represents and warrants that the instruments and documents subject to this NOTE, as referred to hereinabove, and the goods and equipment secured thereby are not now mortaged, assigned, pledged, or encumbered. MAKER further agrees that he shall not, without the prior written consent of Silver Eagle Oil, Inc., alienate or sell or create, incur, assume, or suffer to exist any liens, security interests or other charge or encumbrance of any kind upon or with respect to the above-referenced collateral and security and to the extent any such encumbrance is deemed under applicable law to include all or a portion of the above referenced collateral and security. MAKER agrees that the lien of this SECURITY AGREEMENT shall be superior in all respects to such encumbrance.

EVENTS OF DEFAULT: The following shall constitute a default by the MAKER hereunder, to-wit:

(a) The failure of MAKER to pay the sum due under this NOTE, as and when due; or

(b) The failure in any material respect to perform in a timely fashion any of its obligations herein; or

(c) Any representation of MAKER shown to be untrue or incorrect in any material respect; or

(d) A petition is filed seeking MAKER bankrupt; or

(e) MAKER hereof makes a general assignment for the benefit of creditors; or

(f) MAKER becomes insolvent; or

(g) MAKER suffers the appointment of a receiver; or

(h) Waste or destruction of collateral and security.

Then, in any such event, the MAKER agrees that the entire balance owing hereunder shall, at the option of the HOLDER hereof and without presentment, notice, or demand of any kind, become immediately due and payable. MAKER also agrees to enforcement of payment upon the NOTE by execution upon and foreclosure of the SECURITY AGREEMENT.

NOTICE: Any notice or communication hereunder shall be in writing addressed to the following:

Roland A. Johnson
P.O. Box 682
Farmington, UT 84025

Silver Eagle Oil, Inc.
Attention: Richard D. Dodd
P.O. Box 609
East Highway 90
Jennings, LA 70546

COSTS AND ATTORNEYS' FEES: In case the NOTE should be placed in the hands of an attorney to institute legal proceedings to recover the amount thereof or any part thereof, or to protect the interests of the HOLDER(S) thereof, or in case the same should be placed in the hands of an attorney for collection, compromise or any other action, MAKER hereby agrees to pay all costs and expenses. All such costs and expenses shall constitute additional indebtedness of MAKER which MAKER promises to pay upon demand and which is secured by the above-referenced SECURITY AGREEMENT.

WAIVER:

(a) No waiver of any default shall operate as a waiver of any further default whether of like or different character; and

(b) The MAKER hereof waives presentment for payment, protest, demand of any kind.

[illegible] remedy conferred herein upon PAYEE or any HOLDER hereof is not intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity. No course of action between MAKER and PAYEE or any holder hereof in exercising any right hereunder shall operate as a waiver of any rights of PAYEE or any HOLDER.

CHOICE OF LAW: This NOTE shall be governed by and construed in accordance with the laws, including the Uniform Commercial Code, of Wyoming, United States of America.

SUCCESSORS AND ASSIGNS: The terms and conditions of this NOTE shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed the NOTE this 16th day of DECEMBER, 1988.

WITNESSES:

MAKER:

BY: Melanc A. Johnson

Silver Eagle Oil, Inc.
PAYEE

BY: Stephen Cole
Stephen Cole
Assistant Vice-President

EXHIBIT "B"

ITEM-DESCRIPTION:

(1) All the masses or assemblances of Wyoming Sweet Crude Oil stored, contained and to be kept on the RELAND JOHNSON PETROLEUM REFINERY located on Dalbey Road, LaBarge, Lincoln County, Wyoming.

(2) All the masses or assemblages of Unleaded Gas stored, contained and to be kept on the RELAND JOHNSON PETROLEUM REFINERY located on Dalbey Road, LaBarge, Lincoln County, Wyoming.

It being the intent of the parties that the security interest in the items described above shall attach to purchases of DEBTOR to supply the place of such property disposed of and to cover after acquired additions to such masses or assemblages of Wyoming Sweet Crude Oil and Unleaded Gas.

EXHIBIT "D"

ITEM-DESCRIPTION:

One Polar brand, 10,000 gallon, semi-trailer tanker, Model SB6E1 with vapor recovery units, SN 1 PNA 24420B1005578.

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WRITTEN CONSENT

DATE:

Pursuant to the Promissory Note ("NOTE") executed of even date herewith Silver Eagle Oil, Inc. ("PAYEE") expressly consents to RELAND A. JOHNSON d.b.a. RELAND JOHNSON PETROLEUM of P.O. Box 125, LaBarge, Wyoming, Dalbet Road, LaBarge, Wyoming ("MAKER"), selling from his inventory situated on such premises, Wyoming Sweet Crude Oil, as more fully described in Exhibit "B" of the SECURITY AGREEMENT executed of even date herewith, and Unlead Gas, as more fully described in Exhibit "C" of the SECURITY AGREEMENT executed of even date herewith, provided that MAKER maintains at the Dalbet Road facility a constant inventory of Wyoming Sweet Crude Oil in the minimum amount of FIVE HUNDRED (500) BARRELS and a constant inventory of Unleaded Gas in the minimum amount of TWENTY THOUSAND (20,000) GALLONS.

SILVER EAGLE OIL, INC.
"PAYEE"

By Stephen Cole
STEPHEN COLE
ASSISTANT VICE-PRESIDENT
SILVER EAGLE OIL, INC.

That part of the N½NW¼ (Lot 1 and NE¼NW¼) of Section 7, Township 26 North, Range 112 West, of the 6th P.M., Lincoln County, State of Wyoming, and lying South of the Southerly right-of-way line of the Calpet State Secondary Highway and more particularly described as follows, to-wit:

Beginning at a point 680 feet Westerly from the Southeast corner of the said NE¼NW¼ where is found a granite stone 10"x17"x6" marked 1/16 on W, S_S on E, thence in a Northerly direction to the Southerly right-of-way of the said Calpet State Secondary Highway, thence 75°43' East, to the Northwesterly corner of the lands heretofore leased to the Southwestern Refining Company, a Wyoming Corporation, thence Southerly 333 feet to the point of beginning.

WARRANTY DEED—FORM NO. 9

$4.00 RECORDED January 5, 1980 4P
IN BOOK 171PR PAGE 557 AT ... M.
NO. 550642 ELIZABETH C. WADE, CLERK

WARRANTY DEED

GEORGE E. YEAMAN and MARIE C. YEAMAN, husband and wife

557

grantor s, of Lincoln County, and State of Wyoming, for and in consideration of Ten ($10.00) and other good and valuable considerations---------- DOLLARS in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT TO

SILVER EAGLE OIL INC., A Wyoming Corporation

grantee, whose address is

the following described real estate, situate in Lincoln County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

That part of the NW1/4NE1/4 and SW1/4NE1/4 of Section 7, T26N, R112W, Lincoln County, Wyoming lying and being situate south of the south right-of-way line of the Calpet State Secondary Highway 235 and West of west right-of-way line of State Highway 189; and that the NW1/4NE1/4 is within the incorporated limits of the Town of LaBarge; that no actual survey nor monuments were set for the north and east line of the foregoing tract and that the acreage was determined by computations from records and actual surveys of part of the lands; all in accordance with the map prepared and filed for record in the Office of the Clerk of Lincoln County dated 27 August 1980 and revised 8 September 1980.

Subject to easements and restrictions of record.

EXCEPTING from this grant all ore and mineral rights, including gas and oil rights and the right of ingress and egress to explore for same.

WITNESS our hand s this 5th day of January, 1981.

George E. Yeaman
GEORGE E. YEAMAN

Marie C. Yeaman
MARIE C. YEAMAN

State of WYOMING
County of LINCOLN } ss.

The foregoing instrument was acknowledged before me by GEORGE E. YEAMAN and MARIE C. YEAMAN, husband and wife, this ____ day of ____, 19__.

Witness my hand and official seal.

Cynthia A. Dickey
Signature

Notary Public
Title of Officer

My Commission Expires: 9-24-1984

MORTGAGE

558

THIS MORTGAGE is made this 5th day of January, 19 81, between the Mortgagor, SILVER EAGLE OIL, INC., a Wyoming corporation, and MARIE C. YEAMAN, husband and wife, (herein "Borrower"), and the Mortgagee, GEORGE EARL YEAMAN, ~~a corporation organized and existing under the laws of~~, whose address is LaBarge, Wyoming, (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of ONE HUNDRED TWENTY-SEVEN THOUSAND ONE HUNDRED SIXTY-ONE AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on ;

TO SECURE to Lender (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 Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the County of Lincoln, State of Wyoming:

See Exhibit "A" attached hereto and incorporated herein by this reference.

FOR RELEASE OF
Assign
This Mortgage
SEE BOOK 269 OF MORTGAGES
PAGE 633

$18.00 RECORDED January 5, 1980 AT 4 P.M.
IN BOOK 171 PR. PAGE 558 REKSERER, WYO.
NO. 550643 ELIZABETH C. WADE, CLERK

which has the address of Not Applicable, ,
[Street] [City]
(herein "Property Address");
[State and Zip Code]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 h f.

560 Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption.

See Exhibit "B" attached hereto and incorporated herein by this reference.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Borrower 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 Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give notice of intent to foreclose to Borrower and to the person in possession of the Property, if different, in accordance with applicable law. Lender shall mail a copy of a notice of sale to Borrower in the manner provided in paragraph 14 hereof. Lender shall publish the notice of sale and the Property shall be

sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Mortgage or (ii) entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. 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.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

See Exhibit "C" attached hereto and made a part hereof for additional provisions of this Mortgage.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

SILVER EAGLE OIL, INC. —Borrower

BY: Darrell Johnston

ITS: Vice President —Borrower

STATE OF WYOMING ..... County ss:

The foregoing instrument was acknowledged before me this 1-5-1981 (date) by

Darrell B. Johnston, Vice President (person acknowledging)

My Commission expires: 9-24-1984

Cynthia A. Vickery
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

EXHIBIT "A"

(Attached to and made a part of that Mortgage from Silver Eagle Oil, Inc., Mortgagor, to George Earl Yeaman and Marie C. Yeaman, Mortgagee, dated _____)

That part of the NW 1/4 NE 1/4 and SW 1/4 NE 1/4 of Section 7, T26N, R112W, Lincoln County, Wyoming lying and being situate south of the south right-of-way line of the Calpet State Secondary Highway 235 and West of the west right-of-way line of State Highway 189; ENCOMPASSING an area of 59.7 acres, more or less; and that the NW 1/4 NE 1/4 is within the incorporated limits of the Town of LaBarge, that no actual survey nor monuments were set for the north and east line of the foregoing tract and that the acreage was determined by computations from records and actual surveys of part of the lands; all in accordance with the map prepared and filed for record in the Office of the Clerk of Lincoln County dated 27 August 1980 and revised 8 September 1980; EXCEPTING from this grant all ore and mineral rights, including gas and oil rights.

EXHIBIT "B"

(Attached to and made a part of that Mortgage from Silver Eagle Oil, Inc., Mortgagor, and George Earl Yeaman and Marie Yeaman, Mortgagee, dated 1-5-1981)

Paragraph 17 shall provide as follows:

17. Transfer of the Property; Assumption. Paragraph 13 hereof shall not be construed as permitting assignment, substitution, delegation, or other transfer of the property or any rights or obligations herein contained unless the express prior written consent of the parties has been obtained, which consent shall not be unreasonably withheld.

Notwithstanding the foregoing, without the written consent of Mortgagee, Borrower may sell or transfer the property and any rights under this Mortgage by written agreement providing that Borrower and such transferee shall be bound by and liable for the performance of this Mortgage if such transferee is substantial and credit worthy, as demonstrated by a balance sheet of such transferee certified by a certified public accountant showing such transferee's net worth (determined in accordance with generally accepted accounting principles) to be at least two times (2x) the principal balance due under the Note immediately prior to the time of the transfer.

564

EXHIBIT "B"

(Attached to and made a part of that Mortgage from Silver Eagle Oil, Inc., Mortgagor, and George Earl Yeaman and Marie C. Yeaman, Mortgagee, dated 1-5-1981)

Paragraph 17 shall provide as follows:

17. Transfer of the Property; Assumption. Paragraph 13 hereof shall not be construed as permitting assignment, substitution, delegation, or other transfer of the property or any rights or obligations herein contained unless the express prior written consent of the parties has been obtained, which consent shall not be unreasonably withheld.

Notwithstanding the foregoing, without the written consent of Mortgagee, Borrower may sell or transfer the property and any rights under this Mortgage by written agreement providing that Borrower and such transferee shall be bound by and liable for the performance of this Mortgage if such transferee is substantial and credit worthy, as demonstrated by a balance sheet of such transferee certified by a certified public accountant showing such transferee's net worth (determined in accordance with generally accepted accounting principles) to be at least two times (2x) the principal balance due under the Note immediately prior to the time of the transfer.

EXHIBIT "C"

(Attached to and made a part of that Mortgage from Silver Eagle Oil, Inc., Mortgagor, to George Earl Yeaman and Marie C. Yeaman, Mortgagee, dated 1-5-1981)

ADDITIONAL PROVISION

Right to Cure of Third Party. In the event of Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender, prior to acceleration and in addition to the notices provided in Paragraph 18 hereof, shall mail a notice in the from prescribed in Paragraph 18 hereof to any person whom Borrower has designated by notice to Lender. Such person shall have the right, but not the obligation, to cure any breach of Borrower on or before the date specified in the notice. The cure of any such breach shall be deemed as effective as a cure by Borrower.

$4.00

RECORDED Nov. 19, 1981 9A.
IN BOOK 182PR 559
NO. 568806

RIGHT OF WAY AND EASEMENT GRANT

559

SILVER EAGLE OIL, INC.,
a Corporation of the State of Wyoming, Grantor, does hereby convey and warrant to MOUNTAIN FUEL SUPPLY COMPANY, a Corporation of the State of Utah, Grantee, its successors and assigns, for the sum of ONE AND NO/100----------DOLLARS ($1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement 15.0 feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves, valve boxes and other gas transmission and distribution facilities (hereinafter collectively called "facilities") through and across the following described land and premises situated in Lincoln County, State of Wyoming, to-wit:

Land of the Grantor located in the Northeast Quarter of Section 7, Township 26 North, Range 112 West of the 6th Principle Meridian,

the center line of said right of way and easement shall extend through and across the above described land and premises as follows, to-wit:

Beginning at a point which lies North 58° 05' 39" East a distance of 771.55 feet from the Southwest corner of the Northwest Quarter of the Northeast Quarter of said Section 7; thence North 75° 55' 25" East a distance of 692.69 feet.

TO HAVE AND TO HOLD the same unto the said Mountain Fuel Supply Company, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from said right of way to maintain, operate, repair, inspect, protect, remove and replace the same. During temporary periods Grantee may use such portion of the property along and adjacent to said right of way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. The said Grantor shall have the right to use the said premises except for the purposes for which this right of way and easement is granted to the said Grantee, provided such use does not interfere with the facilities or any other rights granted to the Grantee hereunder.

The Grantor shall not build or construct nor permit to be built or constructed any building or other improvement over or across said right of way, nor change the contour thereof without written consent of Grantee. This right of way grant shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of the Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of the Grantee are without authority to make any representations, covenants or agreements not herein expressed.

IN WITNESS WHEREOF the Grantor has caused its corporate name and seal to be hereunto affixed this 26th day of October, 1981.

ATTEST: SILVER EAGLE OIL, INC.

(SEAL) Secretary By Wyman Shepard President

STATE OF WYOMING)
: ss.
COUNTY OF Lincoln)

The foregoing instrument was acknowledged before me by Wyman Shepard

this 26 day of Oct, 1981.

Witness my hand and official seal.

Darice Hawley
Notary Public

My Commission Expires:
Oct 18, 1984

RW-3 SL 5-61

270

$6.00

RECORDED Mar. 4, 1982 9A.M.
IN BOOK 185PR 270 NUMBER, WYO.
NO. 573450 GARTH C. WAKE, CLERK

M. B. Form No. 7321-W
(7-75)

R/W 26103

RIGHT-OF-WAY EASEMENT

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of Ten and No/100---------- Dollars ($10.00-------) in hand paid by the Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains and conveys unto The Mountain States Telephone and Telegraph Company, a Colorado corporation, 931 14th Street, Denver, Colorado 80202, Grantee, its successors, assigns, lessees, licensees and agents a Right-of-Way Easement and the right to construct, operate, maintain and remove such communication and other facilities, from time to time, as said Grantee may require upon, over, under and across the following described land which the Grantor owns or in which the Grantor has any interest in County

of Lincoln State of Wyoming

hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this State:

A tract of land ten (10) feet by ten (10) feet wide, being situated in the NW¼NE¼ Section 7, 26 N., R. 112 W., 6th P.M.; said tract being more particularly shown on the attached Exhibit for Right of Way No. 26103, which is by this reference made a part hereof.

TOGETHER with the right of ingress and egress over and across the lands of the Grantor to and from the above described property, the right to clear and keep cleared all trees and other obstructions as may be necessary.

The Grantor reserves the right to occupy, use, and cultivate said property for all purposes not inconsistent with the rights herein granted.

Signed and delivered this 30th day of September, 19 81

Silver Eagle Oil, Inc.

X [signature]

By: President

Title:

STATE OF Arizona)
) SS:
COUNTY OF Maricopa)

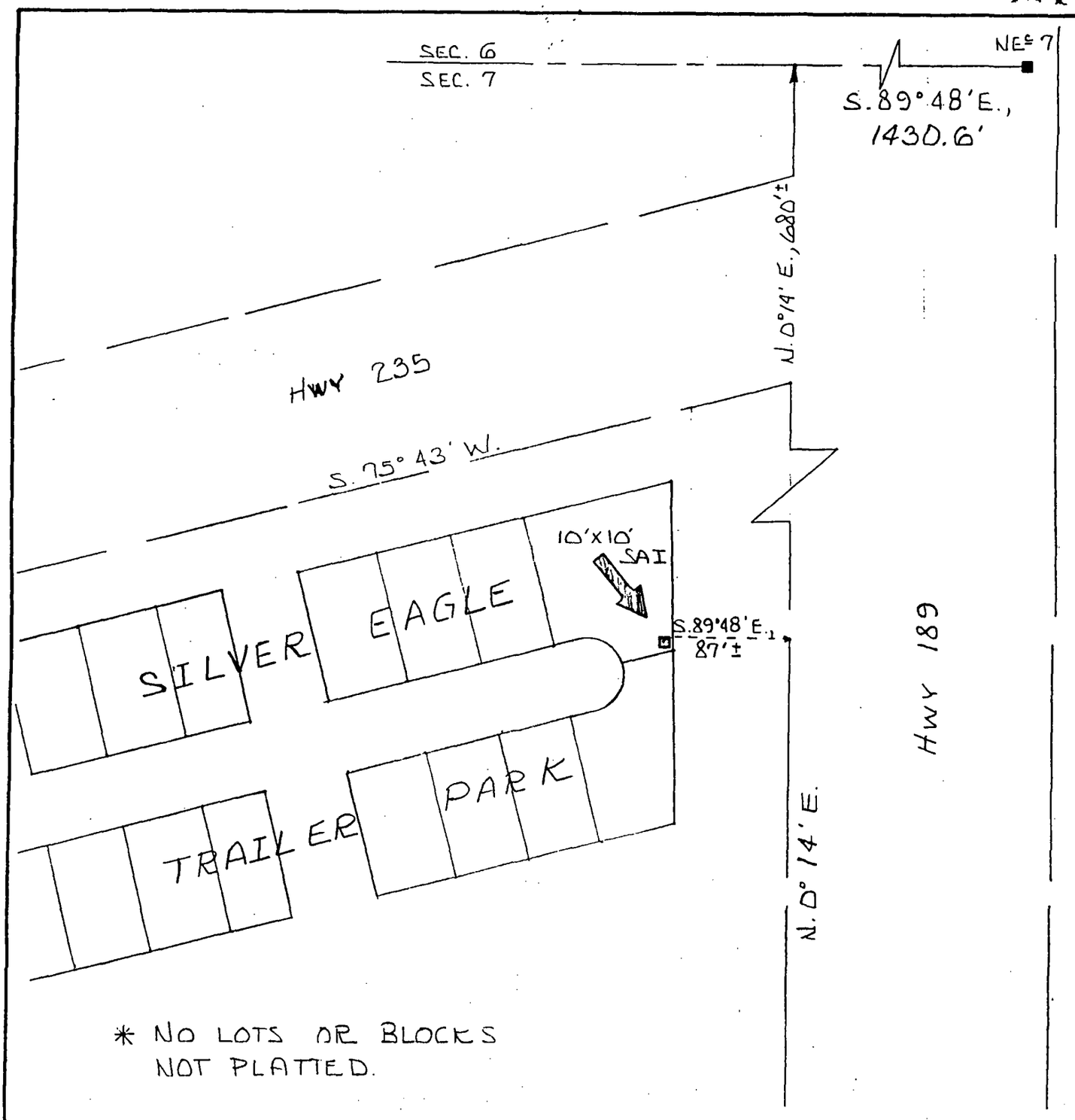
The foregoing instrument was acknowledged before me this 30th day of September, 19 81

By Wyman Shepherd, PRESIDENT OF SILVER EAGLE OIL, INC.

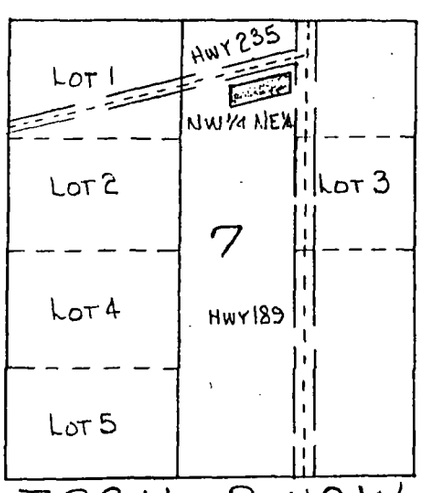
Witness my hand and official seal.

[signature]
Notary Public

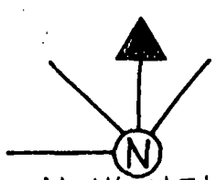
My Commission Expires: My commission expires Aug. 17, 1984



* NO LOTS OR BLOCKS
NOT PLATTED.



T 26 N. R. 112 W.



NW¼ NE¼
Sec. 7

T- 26 **-N**
R- 112 **-W**

Scale 1" = 100'

The Mountain States Telephone & Telegraph Company
EXHIBIT FOR RIGHT OF WAY NO. 26103
GRANTOR SILVER EAGLE OIL, INC.
10'X10' SAI

R.L. URBAN L.C. HURIED
W-1-51 L.A. BARGE

Drawn By TE SHT 1 of 1

This instrument was recorded at request of:

The recording official is directed to return this instrument or a copy to the above person.

$10.00

RECORDED Jan. 9, 1989 AT 9A.M.
IN BOOK 269PR PAGE 291 KEMMERER, WYO.
NO. 697452 ELIZABETH C. WADE, CLERK

291

Space Reserved For Recording Information

QUIT CLAIM DEED

R-1 © LawForms 10-71, 10-85

Effective Date:	County and State where Real Property is located
January 4, 1989	Lincoln County, Wyoming
GRANTOR (Name, Address and Zip Code)	GRANTEE (Name, Address and Zip Code)
Silver Eagle Oil, Inc. P.O. Box 100 24415 W. Rockway Hills Drive Morristown, Arizona 85342	V.I.P. Investments, Inc. 1919 East Bethany Home Road Phoenix, Arizona 85016

Subject Real Property (Address or Location)	Legal Description Proofed by Persons Whose Initials Appear to the Right	1.	2.	3.
Southwest Corner Interstate 189 and Calpet Secondary Highway		PWS	PWS	PWS

Subject Real Property (Legal Description)

See attached documents

For valuable consideration, Grantor quit claims to Grantee all right, title and interest of Grantor in Subject Real Property together with all rights and privileges appurtenant or to become appurtenant to Subject Real Property on effective date.

SILVER EAGLE OIL, INC.

By: P. Wyman Shepherd Pres
P. WYMAN SHEPHERD Pres

OFFICIAL SEAL
WILMA CAIN
NOTARY PUBLIC - STATE OF ARIZONA
YAVAPAI COUNTY
My Comm. Expires June 27, 1989

Signatures of Grantor

STATE OF ARIZONA COUNTY OF ~~Maricopa~~ Yavapai ss.	Acknowledgement. On this date, before me, a Notary Public, personally appeared: P. WYMAN SHEPHERD (President), known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.	Signature of Notary Public: Wilma Cain
Date of Acknowledgement		Notary Expiration Date: 6-27-89
STATE OF COUNTY OF ss.	Acknowledgement. On this date, before me, a Notary Public, personally appeared: _____, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.	Signature of Notary Public ss.
Date of Acknowledgement		Notary Expiration Date

Parcel 1

That part of the NW/4 NE/4 and SW/4 NE/4 of Section 7, T26N R112W, Lincoln County, Wyoming lying and being situated South of the South right of way line of the Calpet State Secondary Highway 235 and West of the West right of way line of State Highway 189;
and that the NW/4 NE/4 is within the incorporated limits of the Town of LaBarge;
that no actual survey nor monuments were set for the North and East line of the foregoing tract and that the acreage was determined by computations from records and actual surveys of part of the lands;
all in accordance with the map prepared and filed for record in the Office of the Clerk of Lincoln County dated 27 August, 1980 and revised 8 September, 1980.

LESS AND EXCEPT the following described land:
A parcel of land located in the NE/4 of Section 7, T26N R112W of the 6th P.M., Lincoln County, Wyoming more particularly described as follows:
Beginning at a granite stone 8" x 6" x 4" above ground marked 1/16 on the West, SS on the East, representing the center North 1/16 of said Section 7;
thence N 58°16'23" E, a distance of 761.61 feet to the POINT OF BEGINNING;
thence N 75°55'25" E, a distance of 690.76 feet;
thence N 00°20'14" E, a distance of 258.10 feet;
thence S 75°55'25" W, a distance of 755.00 feet;
thence S 14°04'35" E, a distance of 250.00 feet to the point of beginning, said land known as Silver Eagle Trailer Park Subdivision to the Town of LaBarge, Lincoln County, Wyoming as platted and recorded in the Office of the County Clerk as Plat No. 280 recorded May 11, 1981.

Parcel 2

A parcel of land located in the NE/4 of Section 7, T26N R112W of the 6th P.M., Lincoln County, Wyoming more particularly described as follows:
Beginning at a granite stone 8" x 6" x 4" above ground marked 1/16 on the West, SS on the East, representing the center North 1/16 of said Section 7;
thence N 58°16'23" E, a distance of 761.61 feet to the POINT OF BEGINNING;
thence N 75°55'25" E, a distance of 690.76 feet;
thence N 00°20'14" E, a distance of 258.10 feet;
thence S 75°55'25" W, a distance of 755.00 feet;
thence S 14°04'35" E, a distance of 250.00 feet to the point of beginning, said land known as Silver Eagle Trailer Park Subdivision to the Town of LaBarge, Lincoln County, Wyoming as platted and recorded in the Office of the County Clerk as Plat No. 280 recorded May 11, 1981.

OFFICIAL SEAL
WILMA CAIN
NOTARY PUBLIC - STATE OF ARIZONA
YAVAPAI COUNTY
My Comm. Expires June 27, 1989

P/03

$8.00

ASSIGNMENT OF MORTGAGE

RECORDED ....Jan. 24, 1989..... AT 9 A.M.
IN BOOK 269PR PAGE 633 KEMMERER, WYO.
NO. 698098 ELIZABETH C. WADE, CLERK

633

Know that **George Earl Yeaman** and **Marie C. Yeaman**, husband and wife, of P.O. Box 85, LaBarge, WY 83123 ("Yeaman"), in consideration of Ten Dollars ($10.00) and other good and valuable considerations, paid by **Walter Robert Laidlaw**, a married man, of 8351 Garvey, Rosemead, CA 91770 ("Assignee"), assigns unto Assignee, as his sole and separate property, all of their right, title and interest under that certain mortgage dated January 5, 1981, made by Silver Eagle Oil, Inc., a Wyoming corporation, ("mortgagor"), to Yeaman, mortgagee, in the principal sum of One Hundred Twenty-Seven Thousand One Hundred Sixty-One and No/100 Dollars ($127,161.00), and recorded on January 5, 1981, in the office of the Lincoln County Clerk in Kemmerer, Wyoming, in Book 171 of P.R., Page 558, Recording No. 550643, and the real property securing said mortgage being located in Lincoln County, Wyoming, and more particularly described as follows:

> That part of the NW 1/4 NE 1/4 and SW 1/4 NE 1/4 of Section 7, T26N, R112W, Lincoln County, Wyoming, as more particularly described on the Exhibit "A" attached and incorporated herein by this reference.

together with a promissory note executed by the mortgagor in favor of Yeaman, dated January 5, 1981, in the amount of $127,161.00, being described in such mortgage, and including the monies due and to become due thereon with the interest stated, this assignment, however, being expressly without recourse against Yeaman.

To have and to hold, said mortgage and the promissory note described unto the Assignee and to the successors, legal representatives and assigns of the Assignee forever.

IN WITNESS WHEREOF, George Earl Yeaman and Marie C. Yeaman have executed this Assignment of Mortgage as of the 10th day of January, 1989.

George Earl Yeaman

George Earl Yeaman

Marie C. Yeaman

Marie C. Yeaman

STATE OF WYOMING :
: ss.
COUNTY OF LINCOLN :

The foregoing Assignment of Mortgage was acknowledged before me by George Earl Yeaman and Marie C. Yeaman, husband and wife, this 13th day of January, 1989.

Witness my hand and official seal.

BENA JACOBSEN NOTARY PUBLIC LINCOLN COUNTY, WYO.

Bendena Jacobsen

NOTARY PUBLIC

My commission expires: 8-7-90

EXHIBIT "A"

(Attached to and made a part of that Mortgage from Silver Eagle Oil, Inc., Mortgagor, to George Earl Yeaman and Marie M. Yeaman, Mortgagee, dated _____)

That part of the NW 1/4 NE 1/4 and SW 1/4 NE 1/4 of Section 7, T26N, R112W, Lincoln County, Wyoming lying and being situate south of the south right-of-way line of the Calpet State Secondary Highway 235 and West of the west right-of-way line of State Highway 189; ENCOMPASSING an area of 59.7 acres, more or less; and that the NW 1/4 NE 1/4 is within the incorporated limits of the Town of LaBarge; that no actual survey nor monuments were set for the north and east line of the foregoing tract and that the acreage was determined by computations from records and actual surveys of part of the lands; all in accordance with the map prepared and filed for record in the Office of the Clerk of Lincoln County dated 27 August 1980 and revised 8 September 1980; EXCEPTING from this grant all ore and mineral rights, including gas and oil rights.

QUITCLAIM DEED—FORM NO. 8

RECORDED Sept. 25, 1989 AT 9A
IN BOOK 278PR PAGE 15 KEMMERER, WY
NO. 708191 ELIZABETH C. WADE, CLERK

QUITCLAIM DEED

15

KNOW ALL MEN BY THESE PRESENTS, That COLEMAN C. SHEPHERD, JR.

of the County of State of in consideration of the sum of $10.00 and other good and valuable considerations DOLLARS to him in hand paid by WALTER ROBERT LAIDLAW

whose address is 8251 Garvey, Rosemead, California

the receipt whereof is hereby confessed and acknowledged, has remised, released, and forever quitclaimed and by these presents does for himself, his heirs, executors and administrators, remis, release and forever quitclaim unto the said Walter Robert Laidlaw, his

heirs and assigns, forever, all such right, title, interest, property, possession, claim and demand, as he have or ought to have, in or to all the following described premises, to-wit:

That part of the NW 1/4 NE 1/4 and SW 1/4 NE 1/4 of Section 7, T26N, R112W, Lincoln County, Wyoming lying and being situate south of the south right-of-way line of the Calpet State Secondary Highway 235 and West of the west right-of-way line of State Highway 189; ENCOMPASSING an area of 59.7 acres, more or less, and that the NW 1/4 NE 1/4 is within the incorporated limits of the Town of LaBarge; that no actual survey nor monuments were set for the north and east line of the foregoing tract and that the acreage was determined by computations from records and actual surveys of part of the lands; all in accordance with the map prepared and filed for record in the Office of the Clerk of Lincoln County dated 27 August 1980 and revised 8 September 1980. EXCEPTING from this grant all ore and mineral rights, including gas and oil rights.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TO HAVE AND TO HOLD the said premises unto the said Walter Robert Laidlaw, his heirs and assigns, to his and their own proper use and behoof forever. So that neither Coleman C. Shepherd, Jr. nor any other person in his name or behalf, or either of us or any other person in our or either of our names or behalf shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

In Witness Whereof, I have hereunto set my hand and seal this 9th day of August A. D., 1989.

Signed, sealed and delivered in the presence of:

Coleman C. Shepherd, Jr. (SEAL)
COLEMAN C. SHEPHERD, JR.
(SEAL)
(SEAL)
(SEAL)

Published by the MILLS Company Since 1901. To reorder please phone Tucker's Office World 307/672-7171

16

ACKNOWLEDGMENT

State of Wyoming
County of Laramie } ss.

The foregoing instrument was acknowledged before me by Coleman Shepherd Jr.,

_____, _____,

this 9th day of August, 1989.

Witness my hand and official seal.

Signature

Title of Officer

My Commission Expires: _____

DANIEL L. GIBBS - NOTARY PUBLIC
County of Laramie
State of Wyoming
My Commission Expires June 17, 1992

NOTARY PUBLIC
LARAMIE COUNTY, WY

QUITCLAIM DEED

FROM

TO

THE STATE OF WYOMING,
County of _____ } ss.

This instrument was filed for record at ____ o'clock ____ M., and the ____ day of _____ A. D., 19____, and duly recorded in Book ____ on Page ____

County Clerk and Ex-Officio Register of Deeds

By _____ Deputy Clerk.

No. _____ Fees, $ _____

$6.00 RECORDED Sept. 25, 1989 AT 9A
IN BOOK 278PR 17 KEMMERER
NO. 708192 ELIZABETH C. WAG

ESTOPPEL AFFIDAVIT

17

THIS AFFIDAVIT made this date by Coleman C. Shepherd, Jr., as Grantor, and Walter Robert Laidlaw, as lender or the assignee thereof, as Grantee;

WITNESSETH:

Grantor, or his predecessors in title, on the 5th day of January, 1981, executed and delivered a Promissory Note in the sum of $127,161.00 as secured by a mortgage which is recorded in the County Clerk's Office in Lincoln County, Wyoming, covering the following described real estate:

> That part of the NW 1/4 NE 1/4 and SW 1/4 NE 1/4 of Section 7, T26N, R112W, Lincoln County, Wyoming lying and being situate south of the south right-of-way line of the Calpet State Secondary Highway 235 and West of the west right-of-way line of State Highway 189; ENCOMPASSING an area of 59.7 acres, more or less, and that the NW 1/4 NE 1/4 is within the incorporated limits of the Town of LaBarge; that no actual survey nor monuments were set for the north and east line of the foregoing tract and that the acreage was determined by computations from records and actual surveys of part of the lands; all in accordance with the map prepared and filed for record in the Office of the Clerk of Lincoln County dated 27 August 1980 and revised 8 September 1980. EXCEPTING from this grant all ore and mineral rights, including gas and oil rights.

Grantor is delinquent in the payments due on the note and has not met his obligations on the note and mortgage and has, on this date, signed and delivered a deed to Grantee to convey the described property to the lender in lieu of foreclosure.

Grantor hereby acknowledges, agrees and certifies that the deed is an absolute conveyance of all grantor's rights, title and interest in the real estate, together with all buildings, thereon and appurtenances thereunto belonging and appertaining, and with release of all dower and homestead rights in the real estate, and to convey, transfer and assign the Grantor's right of possession, rentals, and equity of redemption in the premises. In consideration of the conveyance, Grantors will receive a full and complete release of personal liability on the note.

The deed-in-lieu of foreclosure is given voluntarily by the Grantor to the Grantee, in good faith on the part of both, without fraud, misrepresentation, duress or undue influence whatsoever, or any misunderstanding on the part of the Grantor or Grantee and was not given as a preference against any other creditor of Grantor.

The deed shall not restrict the right of the Grantee to institute foreclosure proceedings, if appropriate to obtain merchantable title, but between these parties, it is intended and understood to be an absolute conveyance and unconditional sale as including full extinguishment of Grantor's equity of redemption.

This Affidavit has been made for the protection and benefit of Grantee, his successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property described therein, and shall bind the respective heirs, executors, administrators, and assigns of Grantor.

DATED this 9th day of August, 1989.

Coleman C. Shepherd, Jr.

STATE OF Wyoming)
)SS:
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me by Coleman C. Shepherd, Jr. this 9th day of August, 1989.

Witness my hand and official seal.

Notary Public

DANIEL L. GIBBS NOTARY PUBLIC LARAMIE COUNTY, WY

My Commission Expires:

DANIEL L. GIBBS - NOTARY PUBLIC
County of Laramie
State of Wyoming
My Commission Expires June 17, 1992

estofaff/silver/bc

QUITCLAIM DEED—FORM NO. 8

$6.00

RECORDED Sept. 25, 1989 AT 9AM
IN BOOK 278PR PAGE 19 KEMMERER, WYO
NO 708193 ELIZABETH C. WADE, CLER

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That SILVER EAGLE OIL, INC., a Wyoming corporatio

of the County of State of in consideration of the sum of $10.00 and other good and valuable considerations DOLLARS to it in hand paid by WALTER ROBERT LAIDLAW

whose address is 8251 Garvey, Rosemead, California

the receipt whereof is hereby confessed and acknowledged, has remised, released, and forever quitclaimed and by these presents does for itself, its heirs, executors and administrators, remis, release and forever quitclaim unto the said Walter Robert Laidlaw, his

heirs and assigns, forever, all such right, title, interest, property, possession, claim and demand, as its have or ought to have, in or to all the following described premises, to-wit:

That part of the NW 1/4 NE 1/4 and SW 1/4 NE 1/4 of Section 7, T26N, R112W, Lincoln County, Wyoming lying and being situate south of the south right-of-way line of the Calpet State Secondary Highway 235 and West of the west right-of-way line of State Highway 189; ENCOMPASSING an area of 59.7 acres, more or less, and that the NW 1/4 NE 1/4 is within the incorporated limits of the Town of LaBarge; that no actual survey nor monuments were set for the north and east line of the foregoing tract and that the acreage was determined by computations from records and actual surveys of part of the lands; all in accordance with the map prepared and filed for record in the Office of the Clerk of Lincoln County dated 27 August 1980 and revised 8 September 1980. EXCEPTING from this grant all ore and mineral rights, including gas and oil rights.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TO HAVE AND TO HOLD the said premises unto the said Walter Robert Laidlaw, his

heirs and assigns, to his and their own proper use and behoof forever. So that neither Silver Eagle Oil, Inc.

nor any other person in its name or behalf, or either of us or any other person in our or either of our names or behalf shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

In Witness Whereof, I have hereunto set my hand and seal this 9th day of August A. D., 1989.

Signed, sealed and delivered in the presence of: SILVER EAGLE OIL, INC. (SEAL)

Coleman C. Shepherd (SEAL)

President (SEAL)

(SEAL)

To reorder please phone the MILLS Company 307/674-7473 or 800/442-3696 toll-free in Wy...

ACKNOWLEDGMENT

State of Wyoming
County of Laramie } ss.

The foregoing instrument was acknowledged before me by Coleman Shepherd, Jr., as President of Silver Eagle Oil, Inc.,
this 9th day of August, 19 89.

Witness my hand and official seal.

Signature

Title of Officer

My Commission Expires:

DANIEL L. GIBBS - NOTARY PUBLIC
County of Laramie
State of Wyoming
My Commission Expires June 17, 1992

NOTARY PUBLIC
LARAMIE COUNTY, WY

QUITCLAIM DEED

FROM

TO

THE STATE OF WYOMING,
County of } ss.

This instrument was filed for record at ____ o'clock ____ M., and the ____ day of ____ A. D., 19____, and duly recorded in Book ____ on Page ____

County Clerk and Ex-Officio Register of Deeds.

By ____
Deputy Clerk.

No. ____ Fees, $ ____

21

$6.00

RECORDED Sept. 25, 1989 AT 9A M.
IN BOOK 278PR PAGE 21 KEMMERER, WYO.
NO. 708194 ELIZABETH C. WADE, CLERK

ESTOPPEL AFFIDAVIT

THIS AFFIDAVIT made this date by Silver Eagle Oil, Inc., a Wyoming corporation, as Grantor, and Walter Robert Laidlaw, as lender or the assignee thereof, as Grantee;

WITNESSETH:

Grantor, or its predecessors in title, on the 5th day of January, 1981, executed and delivered a Promissory Note in the sum of $127,161.00 as secured by a mortgage which is recorded in the County Clerk's Office in Lincoln County, Wyoming, covering the following described real estate:

> That part of the NW 1/4 NE 1/4 and SW 1/4 NE 1/4 of Section 7, T26N, R112W, Lincoln County, Wyoming lying and being situate south of the south right-of-way line of the Calpet State Secondary Highway 235 and West of the west right-of-way line of State Highway 189; ENCOMPASSING an area of 59.7 acres, more or less, and that the NW 1/4 NE 1/4 is within the incorporated limits of the Town of LaBarge; that no actual survey nor monuments were set for the north and east line of the foregoing tract and that the acreage was determined by computations from records and actual surveys of part of the lands; all in accordance with the map prepared and filed for record in the Office of the Clerk of Lincoln County dated 27 August 1980 and revised 8 September 1980. EXCEPTING from this grant all ore and mineral rights, including gas and oil rights.

Grantor is delinquent in the payments due on the note and has not met its obligations on the note and mortgage and has, on this date, signed and delivered a deed to Grantee to convey the described property to the lender in lieu of foreclosure.

Grantor hereby acknowledges, agrees and certifies that the deed is an absolute conveyance of all grantor's rights, title and interest in the real estate, together with all buildings, thereon and appurtenances thereunto belonging and appertaining, and with release of all dower and homestead rights in the real estate, and to convey, transfer and assign the Grantor's right of possession, rentals, and equity of redemption in the premises. In consideration of the conveyance, Grantors will receive a full and complete release of personal liability on the note.

The deed-in-lieu of foreclosure is given voluntarily by the Grantor to the Grantee, in good faith on the part of both, without fraud, misrepresentation, duress or undue influence whatsoever, or any misunderstanding on the part of the Grantor or Grantee and was not given as a preference against any other creditor of Grantor.

The deed shall not restrict the right of the Grantee to institute foreclosure proceedings, if appropriate to obtain merchantable title, but between these parties, it is intended and understood to be an absolute conveyance and unconditional sale as including full extinguishment of Grantor's equity of redemption.

This Affidavit has been made for the protection and benefit of Grantee, his successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property described therein, and shall bind the respective heirs, executors, administrators, and assigns of Grantor.

DATED this 9th day of August, 1989.

SILVER EAGLE CO., INC.

BY: Coleman C. Shepherd, Jr.
President

STATE OF Wyoming)
)SS:
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me by Coleman C. Shepherd, Jr. as President of Silver Eagle Co., Inc. this 9th day of August, 1989.

Witness my hand and official seal.

Daniel L. Gibbs
Notary Public

My Commission Expires:

DANIEL L. GIBBS - NOTARY PUBLIC
County of Laramie
State of Wyoming
My Commission Expires June 17, 1992

estopaff/silver/bc

$6.00

QUITCLAIM DEED—FORM NO. 8

RECORDED Sept. 25, 1989 9A AT M.
IN BOOK 278PR PAGE 23 KEMMERER, WYO.
NO. 708195 ELIZABETH C. WADE, CLERK

QUITCLAIM DEED

23

KNOW ALL MEN BY THESE PRESENTS, That COLEMAN C. SHEPHERD, JR.

of the County of State of in consideration of the sum of $10.00 and other good and valuable considerations DOLLARS to him in hand paid by WALTER ROBERT LAIDLAW

whose address is 8251 Garvey, Rosemead, California

the receipt whereof is hereby confessed and acknowledged, has remised, released, and forever quitclaimed and by these presents does for himself, his heirs, executors and administrators, remis, release and forever quitclaim unto the said Walter Robert Laidlaw, his

heirs and assigns, forever, all such right, title, interest, property, possession, claim and demand, as he have or ought to have, in or to all the following described premises, to-wit:

The part of the S 1/2 NW 1/4 of Section 7, T26N, R112W, Lincoln County, Wyoming described as follows:

Beginning at the Northeast corner of the said S 1/2 NW 1/4 where found a granite stone 10" x 17" x 6" marked 1/16 on the West, SS on the East; thence West, 1341.6 feet along the north line of the said S 1/2 NW 1/4 to the southeast point of that tract of record in the Office of the Clerk of Lincoln County in Book 48, Photo Records on page 554; thence S 00°15.3' E, 324.66 feet parallel to the east line of the said S 1/2 NW 1/4 to a point; thence East 1341.6 feet parallel to the north line of the said S 1/2 NW 1/4 to a point on the east line of the said S 1/2 NW 1/4; thence N 00°15.3' W, 324.66 feet along the east line of the said S 1/2 NW 1/4 to the corner of beginning.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TO HAVE AND TO HOLD the said premises unto the said Walter Robert Laidlaw, his

heirs and assigns, to his and their own proper use and behoof forever. So that neither Coleman C. Shepherd, Jr.

nor any other person in his name or behalf, or either of us or any other person in our or either of our names or behalf shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

In Witness Whereof, I have hereunto set my hand and seal this 9th day of August A. D. 19 89.

Signed, sealed and delivered in the presence of:

Coleman C. Shepherd Jr. (SEAL)
COLEMAN C. SHEPHERD, JR.
President (SEAL)
(SEAL)
(SEAL)

To ... Mills Company 307/674-7473 or 800/442-3696 toll-free in Wyoming. 8073 (210 4/89) Bought in Wyoming. Thank you!

24

ACKNOWLEDGMENT

State of Wyoming
County of Laramie } ss.

The foregoing instrument was acknowledged before me by Coleman Shepherd, Jr.,

_____, _____,

this 8th day of August, 19 89.

Witness my hand and official seal.

Daniel L. Gibbs
Signature

_____
Title of Officer

My Commission Expires: _____

DANIEL L. GIBBS - NOTARY PUBLIC
County of Laramie
State of Wyoming
My Commission Expires June 17, 1992

DANIEL L. GIBBS NOTARY PUBLIC LARAMIE COUNTY

QUITCLAIM DEED

FROM

TO

THE STATE OF WYOMING,
County of _____ } ss.

This instrument was filed for record at ____ o'clock ___ M., and the ____ day of _____ A. D., 19___, and duly recorded in Book ___ on Page ___

_____
County Clerk and Ex-Officio Register of Deeds.

By _____
Deputy Clerk.

No. _____ Fees, $ _____

$6.00

RECORDED Sept. 25, 1989 9A AT ..... M.
IN BOOK 278PR PAGE 25 KEMMERER, WYO
NO. 708196 ELIZABETH C. WADE, CLERK

ESTOPPEL AFFIDAVIT

THIS AFFIDAVIT made this date by Coleman C. Shepherd, Jr., as Grantor, and Walter Robert Laidlaw, as lender or the assignee thereof, as Grantee; 25

WITNESSETH:

Grantor, or his predecessors in title, on the 11th day of July, 1980, executed and delivered a Promissory Note in the sum of $1,050,000.00 as secured by a mortgage which is recorded in the County Clerk's Office in Lincoln County, Wyoming, covering the following described real estate:

> The part of the S 1/2 NW 1/4 of Section 7, T26N, R112W, Lincoln County, Wyoming described as follows:
>
> Beginning at the Northeast corner of the said S 1/2 NW 1/4 where found a granite stone 10" x 17" x 6" marked 1/16 on the West, SS on the East; thence West, 1341.6 feet along the north line of the said S 1/2 NW 1/4 to the southeast point of that tract of record in the Office of the Clerk of Lincoln County in Book 48, Photo Records on page 554; thence S 00°15.3' E, 324.66 feet parallel to the east line of the said S 1/2 NW 1/4 to a point; thence East 1341.6 feet parallel to the north line of the said S 1/2 NW 1/4 to a point on the east line of the said S 1/2 NW 1/4; thence N 00°15.3' W, 324.66 feet along the east line of the said S 1/2 NW 1/4 to the corner of beginning.

Grantor is delinquent in the payments due on the note and has not met his obligations on the note and mortgage and has, on this date, signed and delivered a deed to Grantee to convey the described property to the lender in lieu of foreclosure.

Grantor hereby acknowledges, agrees and certifies that the deed is an absolute conveyance of all grantor's rights, title and interest in the real estate, together with all buildings, thereon and appurtenances thereunto belonging and appertaining, and with release of all dower and homestead rights in the real estate, and to convey, transfer and assign the Grantor's right of possession, rentals, and equity of redemption in the premises. In consideration of the conveyance, Grantors will receive a full and complete release of personal liability on the note.

The deed-in-lieu of foreclosure is given voluntarily by the Grantor to the Grantee, in good faith on the part of both, without fraud, misrepresentation, duress or undue influence whatsoever, or any misunderstanding on the part of the Grantor or Grantee and was not given as a preference against any other creditor of Grantor.

The deed shall not restrict the right of the Grantee to institute foreclosure proceedings, if appropriate to obtain merchantable title, but between these parties, it is intended and understood to be an absolute conveyance and unconditional sale as including full extinguishment of Grantor's equity of redemption.

This Affidavit has been made for the protection and benefit of Grantee, his successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property described therein, and shall bind the respective heirs, executors, administrators, and assigns of Grantor.

DATED this 9th day of August, 1989.

Coleman C. Shepherd, Jr.

STATE OF Wyoming)
)SS:
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me by Coleman C. Shepherd, Jr. this 9th day of August, 1989.

Witness my hand and official seal.

Notary Public

My Commission Expires:_____

affestop/silver/bc

DANIEL L. GIBBS - NOTARY PUBLIC
County of Laramie
State of Wyoming
My Commission Expires June 17, 1992

QUITCLAIM DEED—FORM NO. 8 $6.00

RECORDED Sept. 25, 1989 AT 9AM
IN BOOK 278PR PAGE 27 KEMMERER, WYO.
NO. 708197 ELIZABETH C. WADE, CLERK

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That 27

SILVER EAGLE OIL, INC., A Wyoming corporation

of the County of State of

in consideration of the sum of

$10.00 and other good and valuable considerstions DOLLARS

to it in hand paid by WALTER ROBERT LAIDLAW

whose address is 8251 Garvey, Rosemead, California

the receipt whereof is hereby confessed and acknowledged, has remised, released, and forever quitclaimed and by these presents does for itself, its heirs, executors and administrators, remis, release and forever quitclaim unto the said Walter Robert Laidlaw, his

heirs and assigns, forever, all such right, title, interest, property, possession, claim and demand, as he have or ought to have, in or to all the following described premises, to-wit:

The part of the S 1/2 NW 1/4 of Section 7, T26N, R112W, Lincoln County, Wyoming described as follows:

Beginning at the Northeast corner of the said S 1/2 NW 1/4 where found a granite stone 10" x 17" x 6" marked 1/16 on the West, SS on the East; thence West, 1341.6 feet along the north line of the said S 1/2 NW 1/4 to the southeast point of that tract of record in the Office of the Clerk of Lincoln County in Book 48, Photo Records on page 554; thence S 00°15.3' E, 324.66 feet parallel to the east line of the said S 1/2 NW 1/4 to a point; thence East 1341.6 feet parallel to the north line of the said S 1/2 NW 1/4 to a point on the east line of the said S 1/2 NW 1/4; thence N 00°15.3' W, 324.66 feet along the east line of the said S 1/2 NW 1/4 to the corner of beginning.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TO HAVE AND TO HOLD the said premises unto the said Walter Robert Laidlaw, his

heirs and assigns, to his and their own proper use and behoof forever. So that neither

Silver Eagle Oil, Inc.

nor any other person in its name or behalf, or either of us or any other person in our or either of our names or behalf shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

In Witness Whereof, I have hereunto set my hand and seal this 9th day of August A. D., 1989.

Signed, sealed and delivered in the presence of:

SILVER EAGLE OIL, INC. (SEAL)

BY: Coleman C. Shepherd (SEAL)

President (SEAL)

(SEAL)

To reorder please phone the MILLS Company 307/674-7473 or 800/442-2696 toll free in Wyo. [illegible]

ACKNOWLEDGMENT

State of Wyoming
County of Laramie } ss.

The foregoing instrument was acknowledged before me by Coleman Shepherd, Jr, as President of Silver Eagle, Inc.,

this 9th day of August, 1989.

Witness my hand and official seal.

Signature

Title of Officer

My Commission Expires:

DANIEL L. GIBBS - NOTARY PUBLIC
County of Laramie
State of Wyoming
My Commission Expires June 17, 1992

DANIEL L. GIBBS NOTARY PUBLIC LARAMIE COUNTY, WY

QUITCLAIM DEED

FROM

TO

THE STATE OF WYOMING,
County of } ss.

This instrument was filed for record at ____ o'clock ____ M., and the ____ day of ____ A. D., 19____, and duly recorded in Book ____ on Page ____

County Clerk and Ex-Officio Register of Deeds.

By ____ Deputy Clerk.

No. ____ Fees, $ ____

$6.00

RECORDED ...Sept. 25, 1989.... AT 9A.M.
IN BOOK 278PR PAGE 29 ...MMERER, WYO.
NO. 708198 ELIZABETH C. WADE, CLERK

ESTOPPEL AFFIDAVIT

29

THIS AFFIDAVIT made this date by Silver Eagle Oil, Inc., a Wyoming corporation, as Grantor, and Walter Robert Laidlaw, as lender or the assignee thereof, as Grantee;

WITNESSETH:

Grantor, or its predecessors in title, on the 11th day of July, 1980, executed and delivered a Promissory Note in the sum of $1,050,000.00 as secured by a mortgage which is recorded in the County Clerk's Office in Lincoln County, Wyoming, covering the following described real estate:

> The part of the S 1/2 NW 1/4 of Section 7, T26N, R112W, Lincoln County, Wyoming described as follows:
>
> Beginning at the Northeast corner of the said S 1/2 NW 1/4 where found a granite stone 10" x 17" x 6" marked 1/16 on the West, SS on the East; thence West, 1341.6 feet along the north line of the said S 1/2 NW 1/4 to the southeast point of that tract of record in the Office of the Clerk of Lincoln County in Book 48, Photo Records on page 554; thence S 00°15.3' E, 324.66 feet parallel to the east line of the said S 1/2 NW 1/4 to a point; thence East 1341.6 feet parallel to the north line of the said S 1/2 NW 1/4 to a point on the east line of the said S 1/2 NW 1/4; thence N 00°15.3' W, 324.66 feet along the east line of the said S 1/2 NW 1/4 to the corner of beginning.

Grantor is delinquent in the payments due on the note and has not met its obligations on the note and mortgage and has, on this date, signed and delivered a deed to Grantee to convey the described property to the lender in lieu of foreclosure.

Grantor hereby acknowledges, agrees and certifies that the deed is an absolute conveyance of all grantor's rights, title and interest in the real estate, together with all buildings, thereon and appurtenances thereunto belonging and appertaining, and with release of all dower and homestead rights in the real estate, and to convey, transfer and assign the Grantor's right of possession, rentals, and equity of redemption in the premises. In consideration of the conveyance, Grantors will receive a full and complete release of personal liability on the note.

The deed-in-lieu of foreclosure is given voluntarily by the Grantor to the Grantee, in good faith on the part of both, without fraud, misrepresentation, duress or undue influence whatsoever, or any misunderstanding on the part of the Grantor or Grantee and was not given as a preference against any other creditor of Grantor.

The deed shall not restrict the right of the Grantee to institute foreclosure proceedings, if appropriate to obtain merchantable title, but between these parties, it is intended and understood to be an absolute conveyance and unconditional sale as including full extinguishment of Grantor's equity of redemption.

This Affidavit has been made for the protection and benefit of Grantee, his successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property described therein, and shall bind the respective heirs, executors, administrators, and assigns of Grantor.

DATED this 9th day of August, 1989.

SILVER EAGLE OIL, INC.

BY: Coleman C. Shepherd, Jr.
Coleman C. Shepherd, Jr.
President

STATE OF Wyoming)
)SS:
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me by Coleman C. Shepherd, Jr. as President of Silver Eagle Oil, Inc. this 9th day of August, 1989.

Witness my hand and official seal.

Notary Public

My Commission Expires:_____

affestop/silver/bc

DANIEL L. GIBBS - NOTARY PUBLIC
County of Laramie
State of Wyoming
My Commission Expires June 17, 1992

QUITCLAIM DEED—FORM NO. 8

$6.00

RECORDED Sept. 25, 1989 AT 9AM
IN BOOK 278PR PAGE 31 KEMMERER, WYO.
NO. 708199 ELIZABETH C. WADE, CLERK

QUITCLAIM DEED

31

KNOW ALL MEN BY THESE PRESENTS, That V.I.P. INVESTMENTS, INC., a Wyoming corporation

of the County of State of in consideration of the sum of $10.00 and other good and valuable considerations DOLLARS to it in hand paid by WALTER ROBERT LAIDLAW

whose address is 8251 Garvey, Rosemead, California

the receipt whereof is hereby confessed and acknowledged, has remised, released, and forever quitclaimed and by these presents does for itself, its heirs, executors and administrators, remis, release and forever quitclaim unto the said Walter Robert Laidlaw, his

heirs and assigns, forever, all such right, title, interest, property, possession, claim and demand, as it have or ought to have, in or to all the following described premises, to-wit:

That part of the NW 1/4 NE 1/4 and SW 1/4 NE 1/4 of Section 7, T26N, R112W, Lincoln County, Wyoming lying and being situate south of the south right-of-way line of the Calpet State Secondary Highway 235 and West of the west right-of-way line of State Highway 189; ENCOMPASSING an area of 59.7 acres, more or less, and that the NW 1/4 NE 1/4 is within the incorporated limits of the Town of LaBarge; that no actual survey nor monuments were set for the north and east line of the foregoing tract and that the acreage was determined by computations from records and actual surveys of part of the lands; all in accordance with the map prepared and filed for record in the Office of the Clerk of Lincoln County dated 27 August 1980 and revised 8 September 1980. EXCEPTING from this grant all ore and mineral rights, including gas and oil rights.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TO HAVE AND TO HOLD the said premises unto the said Walter Robert Laidlaw His

heirs and assigns, to his and their own proper use and behoof forever. So that neither V.I.P. Investments, Inc.

nor any other person in its name or behalf, or either of us or any other person in our or either of our names or behalf shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

In Witness Whereof, I have hereunto set my hand and seal this 9th day of August A. D., 1989.

Signed, sealed and delivered in the presence of:

V.I.P. INVESTMENTS, INC. (SEAL)

By: Coleman Shepherd (SEAL)

President

(SEAL)

(SEAL)

To order release phone the ATLAS Company 307/674-7471 or 800/442-3485 toll free in Wyoming

ACKNOWLEDGMENT

State of Wyoming }
County of Laramie } ss.

The foregoing instrument was acknowledged before me by Coleman Shepherd, Jr., Vice President of V.I.P. Investments, Inc.,

this 9th day of August, 1989.

Witness my hand and official seal.

Signature

Title of Officer

My Commission Expires

DANIEL L. GIBBS - NOTARY PUBLIC
County of Laramie
State of Wyoming
My Commission Expires June 17, 1992

QUITCLAIM DEED

FROM

TO

THE STATE OF WYOMING,
County of } ss.

This instrument was filed for record at ____ o'clock ____ M., and the ____ day of ____ A. D., 19____, and duly recorded in Book ____ on Page ____

County Clerk and Ex-Officio Register of Deeds.

By ____ Deputy Clerk.

No. ____ Fees, $ ____

$6.00

RECORDED Sept. 25, 1989 AT 9A.M.
IN BOOK 278PR PAGE 33 KEMMERER, WYO.
NO. 708200 ELIZABETH C. WADE, CLERK

ESTOPPEL AFFIDAVIT

THIS AFFIDAVIT made this date by V.I.P. Investments, Inc., a Wyoming corporation, as Grantor, and Walter Robert Laidlaw, as lender or the assignee thereof, as Grantee;

WITNESSETH:

Grantor, or its predecessors in title, on the 5th day of January, 1981, executed and delivered a Promissory Note in the sum of $127,161.00 as secured by a mortgage which is recorded in the County Clerk's Office in Lincoln County, Wyoming, covering the following described real estate:

> That part of the NW 1/4 NE 1/4 and SW 1/4 NE 1/4 of Section 7, T26N, R112W, Lincoln County, Wyoming lying and being situate south of the south right-of-way line of the Calpet State Secondary Highway 235 and West of the west right-of-way line of State Highway 189; ENCOMPASSING an area of 59.7 acres, more or less, and that the NW 1/4 NE 1/4 is within the incorporated limits of the Town of LaBarge; that no actual survey nor monuments were set for the north and east line of the foregoing tract and that the acreage was determined by computations from records and actual surveys of part of the lands; all in accordance with the map prepared and filed for record in the Office of the Clerk of Lincoln County dated 27 August 1980 and revised 8 September 1980. EXCEPTING from this grant all ore and mineral rights, including gas and oil rights.

Grantor is delinquent in the payments due on the note and has not met its obligations on the note and mortgage and has, on this date, signed and delivered a deed to Grantee to convey the described property to the lender in lieu of foreclosure.

Grantor hereby acknowledges, agrees and certifies that the deed is an absolute conveyance of all grantor's rights, title and interest in the real estate, together with all buildings, thereon and appurtenances thereunto belonging and appertaining, and with release of all dower and homestead rights in the real estate, and to convey, transfer and assign the Grantor's right of possession, rentals, and equity of redemption in the premises. In consideration of the conveyance, Grantors will receive a full and complete release of personal liability on the note.

The deed-in-lieu of foreclosure is given voluntarily by the Grantor to the Grantee, in good faith on the part of both, without fraud, misrepresentation, duress or undue influence whatsoever, or any misunderstanding on the part of the Grantor or Grantee and was not given as a preference against any other creditor of Grantor.

The deed shall not restrict the right of the Grantee to institute foreclosure proceedings, if appropriate to obtain merchantable title, but between these parties, it is intended and understood to be an absolute conveyance and unconditional sale as including full extinguishment of Grantor's equity of redemption.

This Affidavit has been made for the protection and benefit of Grantee, his successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property described therein, and shall bind the respective heirs, executors, administrators, and assigns of Grantor.

DATED this 9th day of August, 1989.

V.I.P. INVESTMENTS, INC.

BY: Coleman C. Shepherd, Jr.
President

STATE OF Wyoming)
)SS:
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me by Coleman C. Shepherd, Jr. as President of V.I.P. Investments, Inc. this 9th day of August, 1989.

Witness my hand and official seal.

Daniel L. Gibbs
Notary Public

My Commission Expires

DANIEL L. GIBBS - NOTARY PUBLIC
County of Laramie
State of Wyoming
My Commission Expires June 17, 1992

estopaff/silver/bc

QUITCLAIM DEED—FORM NO. 8

RECORDED Sept. 25, 1989 AT 9A M.
IN BOOK 278PR PAGE 35 KEMMERER, WYO.
NO. 708201 ELIZABETH C. WADE, CLERK

QUITCLAIM DEED

35

KNOW ALL MEN BY THESE PRESENTS, That WYMAN SHEPHERD

of the County of State of in consideration of the sum of $10.00 and other good and valuable considerations DOLLARS to him in hand paid by WALTER ROBERT LAIDLAW

whose address is 8251 Garvey, Rosemead, California

the receipt whereof is hereby confessed and acknowledged, has remised, released, and forever quitclaimed and by these presents does for himself, his heirs, executors and administrators, remis, release and forever quitclaim unto the said Walter Robert Laidlaw, his

heirs and assigns, forever, all such right, title, interest, property, possession, claim and demand, as he have or ought to have, in or to all the following described premises, to-wit:

The part of the S 1/2 NW 1/4 of Section 7, T26N, R112W, Lincoln County, Wyoming described as follows:

Beginning at the Northeast corner of the said S 1/2 NW 1/4 where found a granite stone 10" x 17" x 6" marked 1/16 on the West, SS on the East; thence West, 1341.6 feet along the north line of the said S 1/2 NW 1/4 to the southeast point of that tract of record in the Office of the Clerk of Lincoln County in Book 48, Photo Records on page 554; thence S 00°15.3' E, 324.66 feet parallel to the east line of the said S 1/2 NW 1/4 to a point; thence East 1341.6 feet parallel to the north line of the said S 1/2 NW 1/4 to a point on the east line of the said S 1/2 NW 1/4; thence N 00°15.3' W, 324.66 feet along the east line of the said S 1/2 NW 1/4 to the corner of beginning.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TO HAVE AND TO HOLD the said premises unto the said Walter Robert Laidlaw heirs and assigns, to his and their own proper use and behoof forever. So that neither Wyman Shepherd nor any other person in his name or behalf, or either of us or any other person in our or either of our names or behalf shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

In Witness Whereof, I have hereunto set my hand and seal this 17th day of August A. D., 1989

Signed, sealed and delivered in the presence of:

Wyman Shepherd (SEAL)
WYMAN SHEPHERD
(SEAL)
(SEAL)
(SEAL)

Eleanor M. Domengeaux

To reorder please phone the MILLS Company 307/674-7473 or 800/442-3686 toll-free in Wyoming. 8875 (250 4/89) Bought in Wyoming Thank you!

ACKNOWLEDGMENT

State of Louisiana
~~County~~ Parish of Lafayette } ss.

The foregoing instrument was acknowledged before me by Wyman Shepherd,

_____, _____,

this 17th day of August, 1989.

Witness my hand and official seal.

Darlene J. Chiasson
Signature
Notary Public
Title of Officer

My Commission Expires: Upon my death

QUITCLAIM DEED

FROM

TO

THE STATE OF WYOMING,
County of _____ } ss.

This instrument was filed for record at _____ o'clock ____ M., and the _____ day of _____ A. D., 19____, and duly recorded in Book ____ on Page ____

County Clerk and Ex-Officio Register of Deeds.

By _____ Deputy Clerk.

No. _____ Fees, $ _____

$6.00

RECORDED ...Sept. 25, 1989.....AT 9A
IN BOOK 278PR PAGE 37 KEMMERER, WY
NO. 708202 ...ELIZABETH C. WADE, CLE

ESTOPPEL AFFIDAVIT

THIS AFFIDAVIT made this date by Wyman Shepherd, as Grantor, and Walter Robert Laidlaw, as lender or the assignee thereof, as Grantee;

WITNESSETH:

Grantor, or his predecessors in title, on the 11th day of July 1980, executed and delivered a Promissory Note in the sum of $1,050,000.00 as secured by a mortgage which is recorded in the County Clerk's Office in Lincoln County, Wyoming, covering the following described real estate:

> The part of the S 1/2 NW 1/4 of Section 7, T26N, R112W, Lincoln County, Wyoming described as follows:
>
> Beginning at the Northeast corner of the said S 1/2 NW 1/4 where found a granite stone 10" x 17" x 6" marked 1/16 on the West, SS on the East; thence West, 1341.6 feet along the north line of the said S 1/2 NW 1/4 to the southeast point of that tract of record in the Office of the Clerk of Lincoln County in Book 48, Photo Records on page 554; thence S 00°15.3' E, 324.66 feet parallel to the east line of the said S 1/2 NW 1/4 to a point; thence East 1341.6 feet parallel to the north line of the said S 1/2 NW 1/4 to a point on the east line of the said S 1/2 NW 1/4; thence N 00°15.3' W, 324.66 feet along the east line of the said S 1/2 NW 1/4 to the corner of beginning.

Grantor is delinquent in the payments due on the note and has not met his obligations on the note and mortgage and has, on this date, signed and delivered a deed to Grantee to convey the described property to the lender in lieu of foreclosure.

Grantor hereby acknowledges, agrees and certifies that the deed is an absolute conveyance of all grantor's rights, title and interest in the real estate, together with all buildings, thereon and appurtenances thereunto belonging and appertaining, and with release of all dower and homestead rights in the real estate, and to convey, transfer and assign the Grantor's right of possession, rentals, and equity of redemption in the premises. In consideration of the conveyance, Grantors will receive a full and complete release of personal liability on the note.

The deed-in-lieu of foreclosure is given voluntarily by the Grantor to the Grantee, in good faith on the part of both, without fraud, misrepresentation, duress or undue influence whatsoever, or any misunderstanding on the part of the Grantor or Grantee and was not given as a preference against any other creditor of Grantor.

3The deed shall not restrict the right of the Grantee to institute foreclosure proceedings, if appropriate to obtain merchantable title, but between these parties, it is intended and understood to be an absolute conveyance and unconditional sale as including full extinguishment of Grantor's equity of redemption.

This Affidavit has been made for the protection and benefit of Grantee, his successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property described therein, and shall bind the respective heirs, executors, administrators, and assigns of Grantor.

DATED this 17th day of August, 1989.

Wyman Shepherd

STATE OF Louisiana)SS:
~~COUNTY~~ Parish OF Lafayette)

The foregoing instrument was acknowledged before me by Wyman Shepherd this 17th day of August, 1989.

Witness my hand and official seal.

Darlene J. Chiasson
Notary Public

My Commission Expires: Upon my death

estofaff/silver/bc

QUITCLAIM DEED—FORM NO. 8

$6.00

RECORDED Sept. 25, 1989 AT 9A M.
IN BOOK 278PR PAGE 39 KEMMERER, WYO.
NO. 708203 ELIZABETH C. WADE, CLERK

QUITCLAIM DEED

39

KNOW ALL MEN BY THESE PRESENTS, That WYMAN SHEPHERD

of the County of State of

in consideration of the sum of $10.00 and other good and valuable considerations DOLLARS to him in hand paid by WALTER ROBERT LAIDLAW

whose address is 8251 Garvey, Rosemead, Califlornia

the receipt whereof is hereby confessed and acknowledged, has remised, released, and forever quitclaimed and by these presents does for himself, his heirs, executors and administrators, remis, release and forever quitclaim unto the said Walter Robert Laidlaw, his

heirs and assigns, forever, all such right, title, interest, property, possession, claim and demand, as he have or ought to have, in or to all the following described premises, to-wit:

That part of the NW 1/4 NE 1/4 and SW 1/4 NE 1/4 of Section 7, T26N, R112W, Lincoln County, Wyoming lying and being situate south of the south right-of-way line of the Calpet State Secondary Highway 235 and West of the west right-of-way line of State Highway 189; ENCOMPASSING an area of 59.7 acres, more or less, and that the NW 1/4 NE 1/4 is within the incorporated limits of the Town of LaBarge; that no actual survey nor monuments were set for the north and east line of the foregoing tract and that the acreage was determined by computations from records and actual surveys of part of the lands; all in accordance with the map prepared and filed for record in the Office of the Clerk of Lincoln County dated 27 August 1980 and revised 8 September 1980. EXCEPTING from this grant all ore and mineral rights, including gas and oil rights.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TO HAVE AND TO HOLD the said premises unto the said Walter Robert Laidlaw, his heirs and assigns, to his and their own proper use and behoof forever. So that neither Wyman Shepherd nor any other person in his name or behalf, or either of us or any other person in our or either of our names or behalf shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

In Witness Whereof, I have hereunto set my hand and seal this 17th day of August A. D., 1989.

Signed, sealed and delivered in the presence of:

Wyman Shepherd (SEAL)
WYMAN SHEPHERD
(SEAL)
(SEAL)
(SEAL)

Eleanor St. J. Domengeaux

the MILLS Company 307/674-7473

ACKNOWLEDGMENT

State of Louisiana
~~County~~ Parish of Lafayette } ss.

The foregoing instrument was acknowledged before me by Wyman Shepherd;

_____, _____,

this 17th day of August, 1989.

Witness my hand and official seal.

Barbara L. Chisson
Signature

Notary Public
Title of Officer

My Commission Expires: Upon my death

QUITCLAIM DEED

FROM

TO

THE STATE OF WYOMING,
County of _____ } ss.

This instrument was filed for record at ____ o'clock ____ M., and the ____ day of _____ A. D., 19____, and duly recorded in Book ____ on Page ____

_____
County Clerk and Ex-Officio Register of Deeds.

By _____
Deputy Clerk.

No. _____ Fees, $ _____

$6.00

RECORDED ..... Sept. 25, 1989 AT 9A M.
IN BOOK 278PR ..... PAGE 41 KEMMERER, WYO.
NO. 708204 ..... ELIZABETH C. WADE, CLERK

ESTOPPEL AFFIDAVIT

THIS AFFIDAVIT made this date by Wyman Shepherd, as Grantor, and Walter Robert Laidlaw, as lender or the assignee thereof, as Grantee;

WITNESSETH:

Grantor, or his predecessors in title, on the 5th day of January, 1981, executed and delivered a Promissory Note in the sum of $127,161.00 as secured by a mortgage which is recorded in the County Clerk's Office in Lincoln County, Wyoming, covering the following described real estate:

> That part of the NW 1/4 NE 1/4 and SW 1/4 NE 1/4 of Section 7, T26N, R112W, Lincoln County, Wyoming lying and being situate south of the south right-of-way line of the Calpet State Secondary Highway 235 and West of the west right-of-way line of State Highway 189; ENCOMPASSING an area of 59.7 acres, more or less, and that the NW 1/4 NE 1/4 is within the incorporated limits of the Town of LaBarge; that no actual survey nor monuments were set for the north and east line of the foregoing tract and that the acreage was determined by computations from records and actual surveys of part of the lands; all in accordance with the map prepared and filed for record in the Office of the Clerk of Lincoln County dated 27 August 1980 and revised 8 September 1980. EXCEPTING from this grant all ore and mineral rights, including gas and oil rights.

Grantor is delinquent in the payments due on the note and has not met his obligations on the note and mortgage and has, on this date, signed and delivered a deed to Grantee to convey the described property to the lender in lieu of foreclosure.

Grantor hereby acknowledges, agrees and certifies that the deed is an absolute conveyance of all grantor's rights, title and interest in the real estate, together with all buildings, thereon and appurtenances thereunto belonging and appertaining, and with release of all dower and homestead rights in the real estate, and to convey, transfer and assign the Grantor's right of possession, rentals, and equity of redemption in the premises. In consideration of the conveyance, Grantors will receive a full and complete release of personal liability on the note.

The deed-in-lieu of foreclosure is given voluntarily by the Grantor to the Grantee, in good faith on the part of both, without fraud, misrepresentation, duress or undue influence whatsoever, or any misunderstanding on the part of the Grantor or Grantee and was not given as a preference against any other creditor of Grantor.

The deed shall not restrict the right of the Grantee to institute foreclosure proceedings, if appropriate to obtain merchantable title, but between these parties, it is intended and understood to be an absolute conveyance and unconditional sale as including full extinguishment of Grantor's equity of redemption.

This Affidavit has been made for the protection and benefit of Grantee, his successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property described therein, and shall bind the respective heirs, executors, administrators, and assigns of Grantor.

DATED this 17th day of August, 1989.

Wyman Shepherd

STATE OF Louisiana
~~COUNTY~~ PARISH OF Lafayette)SS:

The foregoing instrument was acknowledged before me by Wyman Shepherd this 17th day of August, 1989.

Witness my hand and official seal.

Darlene J. Chassion
Notary Public

My Commission Expires: Upon my death

affestop/silver/bc