

**SECOND SUPPLEMENT TO MORTGAGE - DEED OF TRUST - ASSIGNMENT  
OF PRODUCTION - SECURITY AGREEMENT AND FINANCING STATEMENT**

Second Supplement to Mortgage - Deed of Trust - Assignment of Production - Security Agreement and Financing Statement (hereinafter referred to as the "Second Supplement") made by and between SCOTT A. HARRIS and wife, JANET H. HARRIS, and ABBY CORPORATION, a New Mexico corporation (hereinafter collectively referred to as "Mortgagors"), whose address is P.O. Box 1629, Grand Junction, Colorado 81502, and BRENT BEAKLEY, Trustee (hereinafter referred to as the "Trustee") and UNITED NEW MEXICO BANK AT ROSWELL, a state banking association, whose address is P.O. Box 1977, 400 North Pennsylvania, Roswell, New Mexico 88202-1977 (hereinafter referred to as the "Bank").

**WITNESSETH**

WHEREAS, Bank has removed and does hereby remove Jesse F. Eckel, as Trustee of the Amended Mortgage, as defined below, and substitutes in his place Brent Beakley to serve as Trustee of the Amended Mortgage as further amended by this Second Supplement;

WHEREAS, United New Mexico Bank at Roswell, N.A. is now operating under a banking charter from the State of New Mexico and is a state banking association;

WHEREAS, the Mortgagors and Trustee and the Bank entered into that certain Mortgage, Deed of Trust, Assignment of Production, Security Agreement and Financing Statement dated February 9, 1987, and the First Supplement to Mortgage, Deed of Trust, Assignment of Production, Security Agreement and Financing Statement dated March 22, 1990, but effective March 7, 1990, which were recorded in the county and state offices identified on Exhibit "A" attached hereto and incorporated for all purposes herein (hereafter referred to as the "Original Mortgage" and "First Supplement" respectively or collectively as the "Amended Mortgage");

WHEREAS, Mortgagors and Bank have entered into an agreement to restructure, rearrange, renew and extend the Indebtedness as evidenced by the Notes and New Notes in the Amended Mortgage by Mortgagors execution and delivery of one combined renewal promissory note which is more particularly described as follows:

(a) Renewal Promissory Note dated effective February 16, 1992, from Mortgagors payable to the order of Bank in the principal amount of Eight hundred seventy-two thousand, eight hundred forty-two Dollars and eight cents (\$872,842.08) bearing interest at a floating rate equal to the Chase Manhattan Bank, N.A. prime rate, with accrued interest payable monthly beginning July 1, 1992 and on the 1st day of each month thereafter until September 30, 1992, when principal and all accrued interest is due and payable in full. Reference is made to said note for all purposes and is hereinafter referred to as the "Renewal Note".

WHEREAS, the Amended Mortgage as amended by this Second Supplement secures Mortgagors' performance of the Renewal Note and all Indebtedness of Mortgagors which are payable to Bank;

WHEREAS, Mortgagors have agreed to deliver to the Bank this Second Supplement;

NOW, THEREFORE, in order to secure the payment of the indebtedness evidenced by the Renewal Note, including any renewals, rearrangements or extensions thereof, as well as all Indebtedness secured by the Original Mortgage, the First Supplement and by this Second Supplement and the performance of the covenants and agreements contained in the Amended Mortgage and this Second Supplement, and in consideration of the sum of ten dollars and other valuable consideration in hand paid by Bank to Mortgagors, the receipt

of which is hereby acknowledged, Mortgagors, and Bank do hereby amend the Amended Mortgage and agree as follows:

1. Wherever the term "Mortgage" or "Mortgage and First Supplement" appear in the Amended Mortgage, the same are hereby amended to read "Mortgage, First Supplement and Second Supplement" and the various notes identified in the Amended Mortgage are hereby amended and renewed and shall be read as the "Renewal Note."

2. The obligation which is identified on page 3 of the Original Mortgage shall be amended to reflect the renewal and extended Renewal Note as more particularly described above and the fact that the Renewal Note is a renewal note of Notes A, B and C as identified in the Original Mortgage and New Notes A and B identified in the First Supplement and several intervening renewal notes that have been executed by Mortgagors from time to time.

3. The parties hereto acknowledge and confirm that it has always been their intent that the Mortgage, First Supplement and Second Supplement were and are to constitute a Mortgage under Wyoming law. In order to avoid any possible ambiguity, Article VII A. on page 13 of the Mortgage shall be amended in line 2 to insert after the words "located in" and before the words "any State" the words "Wyoming or".

Except as amended hereby, the Amended Mortgage shall remain in full force and effect, and for the same consideration recited above, Mortgagors hereby grant, bargain, sell, assign, mortgage, transfer and convey unto Brent Beakley, of Roswell, Chaves County, New Mexico, as Trustee, and for the Mortgaged Property in the State of Colorado, unto the Public Trustee for each county in which Mortgaged Property is located in the State of Colorado, and their successor and substitutes in trust with power of sale hereunder, and upon the statutory mortgage condition, for the use and benefit of Bank, the Mortgaged Property (as described in Exhibit A to the Amended Mortgage as amended by this Second Supplement, incorporating the property listed on Exhibit "B" to the First Supplement) subject to and under all the terms and provisions of the Original Mortgage and First Supplement as further amended by this Second Supplement, and any and all additional interests of any kind that have been acquired by Mortgagors, or any of them, in the lands and/or leases described in said Exhibits "A" and "B" and any and all interests hereafter acquired by Mortgagors, or any of them, in said leases and/or lands.

This instrument is being executed in multiple counterpart originals, all of which are identical. Each of such counterparts shall for all purposes be deemed to be an original and all such counterparts shall together constitute but one and the same instrument.

WITNESS the execution hereof, this 27<sup>th</sup> day of May, 1992, but effective as of February 16, 1992.

**MORTGAGORS AND DEBTORS:**

Scott A. Harris  
SCOTT A. HARRIS

Janet H. Harris  
JANET H. HARRIS

ABBY CORPORATION

By Scott A. Harris  
Scott A. Harris, President

BANK AND SECURED PARTY:

UNITED NEW MEXICO BANK AT ROSWELL

By Doug Yarraz  
Doug Yarraz, President

TRUSTEE:

Brent Beakley  
Brent Beakley

The names, address and taxpayer I.D. numbers of the three Debtors are:

Scott A. Harris  
Janet H. Harris  
Abby Corporation  
P.O. Box 1629  
Grand Junction, CO 81502



The residence and principle place of business of the Debtors is Mesa County, Colorado.

The name and address of the Secured Party is:

United New Mexico Bank at Roswell  
P.O. Box 1977  
400 North Pennsylvania  
Roswell, NM 88202-1977

The principle place of business of Secured Party is Chaves County, New Mexico.

ACKNOWLEDGMENTS

STATE OF COLORADO )  
                                  ) ss.  
COUNTY OF MESA )

COLORADO

The foregoing instrument was acknowledged before me this 29 day of May, 1992, by Scott A. Harris and wife, Janet H. Harris.

Witness my hand and official seal.

The foregoing instrument was acknowledged before me this 29 day of May, 1992, by Scott A. Harris, as President of Abby Corporation.

Witness my hand and official Seal

MONTANA AND NORTH DAKOTA

On this 29 day of May, in the year 1992, before me, Donis S Van Loan, a Notary Public, personally appeared Scott A. Harris and Janet H. Harris, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

On this 29 day of May, in the year 1992, before me, Donis S Van Loan, a Notary Public, personally appeared Scott A. Harris, known to me to be the President of Abby Corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

NEW MEXICO

The foregoing instrument was acknowledged before me this 29 day of May, 1992, by Scott A. Harris and wife, Janet H. Harris.

The foregoing instrument was acknowledged before me this 29 day of May, 1992, by Scott A. Harris, as President of Abby Corporation, a New Mexico corporation, on behalf of said corporation.

WYOMING

The foregoing instrument was acknowledged before me by Scott A. Harris and Janet H. Harris, husband and wife, this 29 day of May, 1992.

Witness my hand and official Seal.

The foregoing instrument was acknowledged before me by Scott A. Harris, as President of Abby Corporation, this 29 day of May, 1992.

Witness my hand and official Seal.

(Corporate Seal)

NEVADA

On this 29 day of May, 1992, personally appeared before me, Scott A. Harris and Janet H. Harris, husband and wife, who acknowledged that they executed the above instrument.

On this 29 day of May, 1992, personally appeared before me, Scott A. Harris and President of Abby Corporation, a New Mexico corporation, who acknowledged that he executed the above instrument on behalf of said corporation.

Donis S Van Loan  
Notary Public

My Commission Expires:

APR. 23 1994



ACKNOWLEDGMENTS

STATE OF NEW MEXICO )  
COUNTY OF CHAVES ) ss.

COLORADO

The foregoing instrument was acknowledged before me this 3 day of June May, 1992, by Doug Ylarraz, as President of United New Mexico Bank at Roswell.

Witness my hand and official seal.

The foregoing instrument was acknowledged before me this 3 day of June May, 1992, by Brent Beakley, Trustee.

Witness my hand and official Seal



MONTANA AND NORTH DAKOTA

On this 3 day of <sup>June</sup> ~~May~~, in the year 1992, before me, Angela Humble, a Notary Public, personally appeared Doug Ylarraz, known to me to be the President of United New Mexico Bank at Roswell, that executed the within instrument, and acknowledged me that such state banking association executed the same.

On this 3 day of <sup>June</sup> ~~May~~, in the year 1992, before me, Angela Humble, a Notary Public, personally appeared Brent Beakley, Trustee, known to me to be the person whose name is subscribed to the within instrument, and acknowledged me that he executed the same.

NEW MEXICO

The foregoing instrument was acknowledged before me this 3 day of <sup>June</sup> ~~May~~, 1992, by Doug Ylarraz, President of United New Mexico Bank at Roswell, a state banking association, on behalf of said association.

The foregoing instrument was acknowledged before me this 3 day of <sup>June</sup> ~~May~~, 1992, by Brent Beakley, Trustee.

WYOMING

The foregoing instrument was acknowledged before me by Doug Ylarraz, President of United New Mexico Bank at Roswell this 3 day of <sup>June</sup> ~~May~~, 1992.

Witness my hand and official Seal.

(Corporate Seal)

The foregoing instrument was acknowledged before me by Brent Beakley, Trustee this 3 day of <sup>June</sup> ~~May~~, 1992.

Witness my hand and official Seal.



NEVADA

On this 3 day of <sup>June</sup> ~~May~~, 1992, personally appeared before me, Doug Ylarraz, President of United New Mexico Bank a Roswell, a state banking association, who acknowledged that he executed the above instrument on behalf of said association.

On this 3 day of <sup>June</sup> ~~May~~, 1992, personally appeared before me, Brent Beakley, Trustee, who acknowledged that he executed the above instrument.

Angela Humble  
Notary Public

SEAL

My Commission Expires:

3-14-96



**EXHIBIT "A"**  
**SECOND SUPPLEMENT TO MORTGAGE - DEED OF TRUST - ASSIGNMENT OF  
 PRODUCTION - SECURITY AGREEMENT AND FINANCING STATEMENT**

FILING OF ORIGINAL MORTGAGE

FILING OF FIRST SUPPLEMENT

	<u>Date Filed or Recorded</u>	<u>Financing Statement No. or Book/Page of Recording</u>	<u>Date Filed or Recorded</u>	<u>Financing Statement No. or Book/Page of Recording</u>
<b>A. State of Colorado</b>				
Secretary of State Financing Statement	3/2/87	FS #00968588	4/16/90	FS #902030051
Dolores County Mortgage	3/5/87	230/468	4/3/90	245/97
Financing Statement	3/4/87	FS #5395	4/3/90	FS #6033
<b>B. State of Montana</b>				
Secretary of State	3/3/87	FS #253204	4/9/90	FS #333245
Liberty County Mortgage	3/14/90	17/721	4/2/90	17/723
Financing Statement	-	-	4/2/90	FS #5055
Pondera County Mortgage	3/14/90	71/563	3/30/90	72/31
Financing Statement	-	-	3/30/90	FS #279567
Toole County Mortgage	3/5/87	63/447	3/30/90	64/57
Financing Statement	3/5/87	FS #311998	3/30/90	FS #321268
<b>C. State of New Mexico</b>				
Secretary of State Financing Statement	3/3/87	FS #870303007	4/4/90	FS #900404021
Chaves County Mortgage	3/2/87	433/932	3/29/90	78/868
Lea County Mortgage	3/2/87	497/199	3/29/90	546/640
Rio Arriba County Mortgage	3/13/90	153/634	4/6/90	153/897
Roosevelt County Mortgage	3/13/90	180/851	3/29/90	181/109
<b>D. State of Nevada</b>				
Secretary of State Financing Statement	-	-	3/30/90	FS #90-03557
Eureka County Mortgage	3/19/90	209/259	4/2/90	209/344
Financing Statement	-	-	4/2/90	FS #1313
<b>E. State of Wyoming</b>				
Secretary of State Financing Statement	3/2/87	FS #19657	3/30/90	FS #90089141B05
Campbell County Mortgage	3/15/90	1096/298	4/5/90	1098/351
Financing Statement	-	-	4/5/90	FS #U152772
Carbon County Mortgage	3/4/87	822/504	3/30/90	861/510
Financing Statement	3/4/87	FS #U38877	3/30/90	FS #U49459
Sweetwater County Mortgage	3/19/90	669/4048	4/2/90	807/334
Financing Statement	-	-	4/2/90	FS #U0177075
Washakie County Mortgage	3/4/87	No. 390598 50/1694-1714	4/2/90	57/52
Financing Statement	3/4/87	Separate Security Agreement filed #59651 FS #390599	4/2/90	FS #59651

COPY

BOOK 235 PAGE 411  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF

*Hinkle, Cox, Eaton*

'92 JUN 11 P1:28

*Coffield, + Hensley*

EUREKA COUNTY, NEVADA  
M.N. REBALEATI, RECORDER

FILE NO. FEE \$ 11.00

**141234**