

Restrictive Covenant

We, the undersigned owners of the following real property in Johnson County, Wyoming:

LOT NINE (9) IN BLOCK FIVE (5) OF THE CARWILE ADDITION TO THE CITY OF BUFFALO, JOHNSON COUNTY, WYOMING.

in consideration of \$ 5,000.00 as assistance, the receipt of which is hereby acknowledged, covenant and agree with the Buffalo Federal Savings Bank of Buffalo, Wyoming (the "Bank") that the following terms and conditions restricting title may be released only as provided herein.

Any deed, lease, conveyance, or contract made in violation of this agreement shall be void and may be set aside on petition of the BANK, its successors in interest, or assigns, to the same effect as the original signers; and when any such conveyance or instrument is set aside by decree of a court or competent jurisdiction, all costs and expenses of such proceedings shall be taxed against the offending party or parties, and shall be declared by the court to constitute a lien against the real estate so wrongfully deeded, sold, leased, or conveyed, until paid, and such lien, which shall include any outstanding amount of assistance, may be enforced in such manner as the court may order.

This agreement constitutes a restrictive covenant running with the land, and all successive future owners shall have the same duties as the original signers of this agreement.

This agreement shall take effect and be in full force when executed by the BANK and the undersigned, and recorded. It shall continue in force for a period of thirty years from the date of recording. Payment of the outstanding amount of assistance and the execution of a suitable instrument by the BANK will release this covenant prior to said thirty-year period. The original assistance amount shall be reduced by one thirtieth each year in determining the outstanding amount of assistance. In other words, after 15 years, the outstanding amount of assistance will equal fifteen thirtieths or one half of the original assistance amount and so on until the expiration of this covenant.

The undersigned agree that for a period of thirty years from the recording date of this deed, they will not rent, lease, or otherwise convey to any person, nor will they cease to use said property as their principal residence.

The undersigned, by acceptance of this deed restriction, expressly vest in the BANK, its successors or assigns, the right and power to bring all actions against the undersigned for the collection of the outstanding amount of assistance and to enforce the above stated lien therefore.

The lien provided for in this restrictive covenant shall be subordinate to the lien of any mortgage. However, the sale or transfer of the property pursuant to a mortgage foreclosure or any proceeding in lieu of such foreclosure, shall extinguish the lien as to the outstanding amount of assistance due prior to such sale or transfer. No sale or transfer shall relieve the undersigned from liability for the outstanding amount of assistance. No sale of the above-described property shall be consummated without giving at least thirty days' written notice to the BANK of the terms of such proposed sale in order for the BANK to determine the outstanding amount of assistance.

Except as provided above, the restriction herein may be removed only by the written consent, duly acknowledged and recorded, by the BANK, its successors or assigns.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at Buffalo, Wyoming on the date indicated below.

DATE: MAY 15, 1997

OWNERS: Monique A. McBride

ACCEPTED, BUFFALO FEDERAL SAVINGS BANK

BY: Dalen C. Slater
TITLE: Senior Vice President

STATE OF WYOMING } 048607
COUNTY OF JOHNSON }

This instrument was filed for record on 5-16-97 at 3:30 P.M. and was duly recorded. BOOK 86A39 page 641. Fee \$600.
By Beverly Roberts Register in Deeds Deputy

STATE OF WYOMING )
) ss.
County of Johnson )

The foregoing instrument was acknowledged before me by Monique A. McBride and this 15th day of May, 1996.

Witness my hand and official seal. Shirley M. Gibson Notary Public
County of Johnson State of Wyoming
My Commission Expires: 7-18-97

Shirley M. Gibson
Notary Public

My Commission Expires: July 18, 1999

After Recording Buffalo Federal Savings Bank Send Tax
Return to: 101 Fort Street Statements To:
Buffalo, Wyoming 82834