

Space Above This Line For Recording Data

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is June 10, 2021. The parties and their addresses are:

MORTGAGOR:

BLACK GOLD LAND COMPANY LLC
A Wyoming Limited Liability Company
PO BOX 6241
SHERIDAN, WY 82801-0000

LENDER:

FIRST NORTHERN BANK OF WYOMING
Organized and existing under the laws of Wyoming
29 N. Gould Street
Sheridan, WY 82801

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated 03/12/2021 and recorded on 03/12/2021 (Security Instrument). The Security Instrument was recorded in the records of SHERIDAN County, Wyoming at 2021-767165 and covered the following described Property:

SEE EXHIBIT "A" ATTACHED HERETO

The property is located in SHERIDAN County at 21 TERRY RD, SHERIDAN, Wyoming 82801.

2. MODIFICATION. For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

A. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A renewal note or other agreement, No. 372002657, dated June 10, 2021, from Mortgagor to Lender, with a loan amount of \$5,017,672.00 and maturing on June 10, 2041.

(b) All Debts. All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Modification will not secure any other debt if Lender, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.

(c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

3. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

4. AGREEMENT TO ARBITRATE. Lender or Mortgagor may submit to binding arbitration any dispute, claim or other matter in question between or among Lender and Mortgagor that arises out of or relates to this Transaction (Dispute), except as

otherwise indicated in this section or as Lender and Mortgagor agree to in writing. For purposes of this section, this Transaction includes this Modification and any other document relating to the Secured Debts, and proposed loans or extensions of credit that relate to this Modification. Lender or Mortgagor will not arbitrate any Dispute within any "core proceedings" under the United States bankruptcy laws.

Lender and Mortgagor must consent to arbitrate any Dispute concerning the Secured Debt secured by real estate at the time of the proposed arbitration. Lender may foreclose or exercise any powers of sale against real property securing the Secured Debt underlying any Dispute before, during or after any arbitration. Lender may also enforce the Secured Debt secured by this real property and underlying the Dispute before, during or after any arbitration.

Lender or Mortgagor may, whether or not any arbitration has begun, pursue any self-help or similar remedies, including taking property or exercising other rights under the law; seek attachment, garnishment, receivership or other provisional remedies from a court having jurisdiction to preserve the rights of or to prevent irreparable injury to Lender or Mortgagor; or foreclose against any property by any method or take legal action to recover any property. Foreclosing or exercising a power of sale, beginning and continuing a judicial action or pursuing self-help remedies will not constitute a waiver of the right to compel arbitration.

The arbitrator will determine whether a Dispute is arbitrable. A single arbitrator will resolve any Dispute, whether individual or joint in nature, or whether based on contract, tort, or any other matter at law or in equity. The arbitrator may consolidate any Dispute with any related disputes, claims or other matters in question not arising out of this Transaction. Any court having jurisdiction may enter a judgment or decree on the arbitrator's award. The judgment or decree will be enforced as any other judgment or decree.

Lender and Mortgagor acknowledge that the agreements, transactions or the relationships which result from the agreements or transactions between and among Lender and Mortgagor involve interstate commerce. The United States Arbitration Act will govern the interpretation and enforcement of this section.

The American Arbitration Association's Commercial Arbitration Rules, in effect on the date of this Modification, will govern the selection of the arbitrator and the arbitration process, unless otherwise agreed to in this Modification or another writing.

5. WAIVER OF TRIAL FOR ARBITRATION. Lender and Mortgagor understand that the parties have the right or opportunity to litigate any Dispute through a trial by judge or jury, but that the parties prefer to resolve Disputes through arbitration instead of litigation. If any Dispute is arbitrated, Lender and Mortgagor voluntarily and knowingly waive the right to have a trial by jury or judge during the arbitration.

SIGNATURES. By signing, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

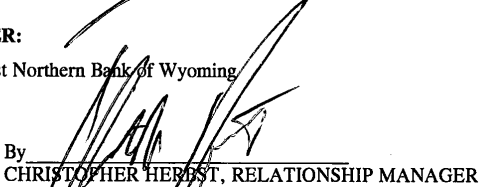
MORTGAGOR:

BLACK GOLD LAND COMPANY LLC

By 
BRIAN N BEISHER, GENERAL MANAGER

LENDER:

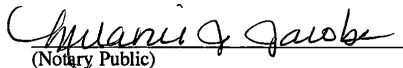
First Northern Bank of Wyoming

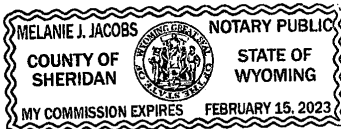
By 
CHRISTOPHER HERBST, RELATIONSHIP MANAGER

ACKNOWLEDGMENT.

State Wyoming OF Wyoming County Sheridan OF Sheridan ss.
This instrument was acknowledged before me this 9th day of June, 2021 by BRIAN N BEISHER as GENERAL MANAGER of BLACK GOLD LAND COMPANY LLC.

My commission expires:


(Notary Public)



(Lender Acknowledgment)

State Wyoming OF County OF Sheridan ss.

This instrument was acknowledged before me this 9th day of June, 2021 by
CHRISTOPHER HERBST as RELATIONSHIP MANAGER of First Northern Bank of Wyoming.

My commission expires:

Melanie J. Jacobs
(Notary Public)





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FEES: \$21.00 PK MODIFICATION OF MORTGAGE
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

Exhibit "A"

Township 57 North, Range 84 West, 6th P.M., Sheridan County, Wyoming:

Section 11: $W\frac{1}{4}$, $S\frac{1}{4}SE\frac{1}{4}$ (247-151) (225-387) (247-151)

Section 12: $NW\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{4}SW\frac{1}{4}$ (247-151)

Section 13: ALL (252-54) (255-118)

EXCEPTING THEREFROM that certain Warranty Deed conveyed to conveyed to Big Horn Coal Company, a Corporation recorded February 23, 1979 Book 238, Page 185.

ALSO EXCEPTING THEREFROM that certain Warranty Deed conveyed to Big Horn Coal Company, a Corporation recorded February 23, 1979 in Book 238, Page 181.

ALSO EXCEPTING THEREFROM that certain Warranty Deed as conveyed to The State Highway Commission of Wyoming recorded June 16, 1981 in Book 258, Page 238.

ALSO EXCEPTING THEREFROM that certain Warranty Deed as conveyed to The Wyoming State Highway Commission of Wyoming as recorded June 16, 1981 in Book 258, Page 240.

ALSO EXCEPTING THEREFROM that parcel of land conveyed to F & M Property Holdings, LLC, a Wyoming limited liability company as contained in the Warranty Deed Recorded May 13, 2020, Recording #2020-758141.

Section 14: $N\frac{1}{4}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $NE\frac{1}{4}$, $N\frac{1}{4}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$ (252-54)

EXCEPTING THEREFROM that certain Warranty Deed conveyed to Michael W. Terry and Susan D. Terry recorded July 18, 1990 in Book 335, Page 354. ALSO EXCEPTING THEREFROM that certain Warranty Deed conveyed to Big Horn Coal Company recorded April 25, 1979 in Book 239, Page 457.

Section 23: All that portion of the $N\frac{1}{4}$ of said section lying southerly and easterly of the south right-of-way boundary of Wyoming State Secondary Highway No. 338, as more particularly described as follows:

Beginning on a point on the east line of Section 23 and the south right-of-way line of Wyoming Secondary Highway 338, said point bears $S 0^{\circ} 06' 45'' W$ a distance of 171.87 feet from the NE corner of Section 23; thence $S 0^{\circ} 08' 45'' W$, along the east line of Section 23, a distance of 2,445.79 feet to the east $\frac{1}{4}$ corner of Section 23; thence $N 88^{\circ} 49' 01'' W$, along the east-west center line of Section 23, a distance of 4,454.42 feet to a point on the south and east right-of-way line of Wyoming Secondary Highway 338, said point being on a $2^{\circ} 03' 14''$ circular curve to the right; thence along said circular curve, radius of 2,789.79 feet, a distance of 706.11 feet, through a $14^{\circ} 30' 10''$ central angle to the point of tangency; thence $N 63^{\circ} 07' E$ a distance of 4,116.26 feet to the point of a $1^{\circ} 00' 48''$ circular curve to the right; thence along said circular curve, radius of 5,654.58 feet, a distance of 226.00 feet, through a $2^{\circ} 17' 14''$ central angle, to the point of beginning. (243-91)

Section 24: ALL (236-66) (243-191)

Section 25: $NW\frac{1}{4}$, $NW\frac{1}{4}NE\frac{1}{4}$ (243-191)

EXCEPTING THEREFROM that certain Warranty Deed conveyed to the State Highway Commission of Wyoming recorded June 16, 1981 in Book 258, Page 238.

Township 57 North, Range 83 West, 6th P.M., Sheridan County, Wyoming:

Section 19: $W\frac{1}{4}SW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$ (236-66)