



2019-753840 11/5/2019 2:31 PM PAGE: 1 OF 9
BOOK: 1016 PAGE: 379 FEES: \$36.00 SM MORTGAGE
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

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MORTGAGE

(With Future Advance Clause)

DATE AND PARTIES. The date of this Mortgage (Security Instrument) is November 1, 2019. The parties and their addresses are:

MORTGAGOR:

JOSEPH NEIL THOMAS AKA JOSEPH THOMAS AKA JOE THOMAS

A SINGLE PERSON

PO BOX 685

SHERIDAN, WY 82801

JAMES JAY LACLAIR AKA JAMES LACLAIR AKA JIM LACLAIR

A MARRIED MAN DEALING IN HIS SOLE AND SEPARATE PROPERTY,
JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

PO BOX 685

SHERIDAN, WY 82801

LENDER:

FIRST NORTHERN BANK OF WYOMING

Organized and existing under the laws of the United States of America

29 N GOULD

SHERIDAN, WY 82801

1. DEFINITIONS. For the purposes of this document, the following term has the following meaning.

A. Line of Credit. "Line of Credit" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.

2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Mortgagor's performance under this Security Instrument, Mortgagor does hereby grant, bargain, convey, mortgage and warrant to Lender, with the power of sale, the following described property:

SEE EXHIBIT "A" ATTACHED HERETO

The property is located in Sheridan County at 2083 EASTSIDE 2ND STREET, SHERIDAN, Wyoming 82801.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, wells, ditches and water stock, crops, timber including timber to be cut now or at any time in the future, all diversion payments or third party payments made to crop producers and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

3. SECURED DEBTS AND FUTURE ADVANCES. 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 promissory note or other agreement, No. 300018305, dated November 1, 2019, from TOMAHAWK PIPELINE CONSTRUCTION, INC. (Borrower) to Lender, with a maximum credit limit of \$1,000,000.00 and maturing on March 15, 2021.

B. Future Advances. All future advances from Lender to TOMAHAWK PIPELINE CONSTRUCTION, INC. under the Specific Debts executed by TOMAHAWK PIPELINE CONSTRUCTION, INC. in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security

TOMAHAWK PIPELINE CONSTRUCTION, INC.
Wyoming Mortgage

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

29. 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 Security Instrument. Mortgagor also acknowledges receipt of a copy of this Security Instrument.

MORTGAGOR:

Joe Thomas Date 11/1/19
JOSEPH NEIL THOMAS AKA JOSEPH THOMAS AKA JOE THOMAS

James J La Clair Date 11/4/19
JAMES JAY LACLAIR AKA JAMES LACLAIR AKA JIM LACLAIR

LENDER:

First Northern Bank of Wyoming

By *[Signature]*
Chris Herbst, Commercial Lender

Date 11/4/19

ACKNOWLEDGMENT:

State OF Wyoming County OF Sheridan ss.

This instrument was acknowledged before me this 1st day of November, 2019 by JOSEPH NEIL THOMAS AKA JOSEPH THOMAS AKA JOE THOMAS and JAMES JAY LACLAIR AKA JAMES LACLAIR AKA JIM LACLAIR.

My commission expires: 7-14-21

Bethany C Bateman
(Notary Public)



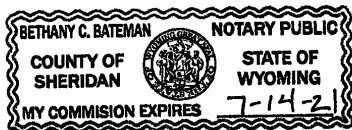
(Lender Acknowledgment)

State WY OF WY, County Sheridan OF Sheridan ss.

This instrument was acknowledged before me this 4th day of November, 2019 by
Chris Herbst as Commercial Lender of First Northern Bank of Wyoming.

My commission expires: 7-14-21

Bethany C Bateman
(Notary Public)



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EXHIBIT "A"

Lot 6 of the Eastside Industrial Park One, a subdivision in Sheridan County, Wyoming, recorded October 16, 1996 in Drawer E, Plat #11.

AND

A tract of land located within Lot 7 of the Eastside Industrial Park One, a subdivision in Sheridan County, Wyoming, recorded October 16, 1996 in Drawer E, Plat #11, said tract being more particularly described as follows:

Beginning at the Southeast corner of said Lot 7, said point also being on the North line of Eastside Second Avenue; thence along the South line of said Lot 7 and along the North line of Eastside Second Avenue N88°45'00"W, 120.00 feet; thence N1°15'00"E, 290.00 feet to a point on the North line of said Lot 7; thence along the North line of said Lot 7 S88°45'00"E, 120.00 feet to the Northeast corner of said Lot 7; thence along the East line of said Lot 7 S1°15'00"W, 290.00 feet to the point of beginning.



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BUFFALO WY 82834