

2021-769889 6/15/2021 1:11 PM PAGE: 1 OF 4 FEES: \$21.00 PK MODIFICATION OF MORTGAGE EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

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## 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