



2021-769882 6/15/2021 1:04 PM PAGE: 1 OF 6
FEES: \$27.00 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 2021-767157 and covered the following described Property:

SEE EXHIBIT "A" ATTACHED HERETO

The property is located in SHERIDAN County at 128 ACME 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.

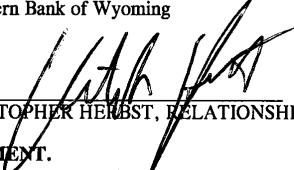
MORTGAGOR:

BLACK GOLD LAND COMPANY LLC

By 
BRIAN N BEISHER, GENERAL MANAGER

LENDER:

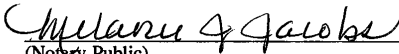
First Northern Bank of Wyoming

By 
CHRISTOPHER HERBST, RELATIONSHIP MANAGER

ACKNOWLEDGMENT.

State OF Wyoming, County 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)





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EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

(Lender Acknowledgment)

State OF Wyoming, 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)



Exhibit "A"

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

Section 10: SW $\frac{1}{4}$

Section 14: N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$

Section 15: A tract of land in Sheridan County, Wyoming, lying in the South half of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$) more particularly described as follows:

Beginning at a point on the South line of said Section fifteen (15) which lies one thousand three hundred and two and 71/100 (1,302.71) feet East of the Southwest corner of Section fifteen (15); thence Eastward along said South line two thousand four hundred and eighteen and 40/100 (2,418.40) feet to a point on said South line; thence North eighty-four degrees seven minutes twenty-one seconds West (N84°07'21"W) a distance of two thousand one hundred and fifty-seven and 36/100 (2,157.36) feet to a steel pin; thence South seventy degrees ten minutes thirty-six seconds West (S70°10'36"W) a distance of two hundred and ninety-one and 5/100 (291.05) feet to a steel pin; thence South zero degrees thirty-nine minutes fifty-six seconds East (S0°39'56"E) a distance of one hundred twenty-two and 73/100 (122.73) feet to the point of beginning.

AND NW $\frac{1}{4}$, NE $\frac{1}{4}$, and also SE $\frac{1}{4}$ excepting therefrom that portion of E $\frac{1}{2}$ SE $\frac{1}{4}$ lying north of Tongue River.

AND a tract of land situated in the Southwest Quarter of Section 15 more particularly described as follows:

Beginning at a point 20 feet West of the Northwest corner of the Southeast quarter of Southwest quarter of Section 15, Township 57 North, Range 84 West of the 6th P.M.; thence, North 0°42' West, a distance of 300 feet along the East boundary of the present County Road; thence due East a distance of 130 feet; thence South a distance of 300 feet, more or less, to the North boundary of the Southeast quarter of the Southwest quarter of Section 15, thence East along said boundary line a distance of 1,223 feet to the Northeast corner of the Southeast quarter of Southwest quarter of Section 15; thence South along the East boundary of said quarter section to the center of the present channel of Goose Creek; thence Northwesterly along the center of Goose Creek to a point 20 feet West of the West boundary of the Southeast quarter of the Southwest quarter of Section 15; thence North to the point of beginning.

Section 22: A tract of land in Sheridan County, Wyoming lying in Section 22 more particularly described as follows:

Beginning at a steel pin on the West line of said Section twenty-two (22) which lies five hundred seventy-two and 4/100 (572.04) feet South of the Northwest corner of said section Twenty-Two (22) thence southward along said West line one thousand five hundred thirty-four and 62/100 (1,534.62) feet to a steel pin; thence South Thirty-six degrees one minute thirty seconds East (S36°01'30"E) for a distance of two hundred forty-nine and 24/100 (249.24) feet to a fence corner; thence South seventy-degrees six minutes fifty seconds East (S70°06'50"E) along a barbed wire fence for a distance of six hundred nineteen and 30/100 (619.30) feet to a point on said fence; thence South sixty-nine degrees fifty-nine minutes two seconds East (S69°59'02"E) along a barbed wire fence for a distance of two hundred eighty-three and 76/100 (283.76) feet to a Ponderosa Pine tree; thence South eighty-six degrees twenty minutes forty-six seconds East (S86°20'46"E) along a barbed wire fence for a distance of one hundred fifty-eight and 96/100 (158.96) feet to a point on said fence; thence South eighty-six degrees nine minutes nine seconds East (S86°09'09"E) along a barbed wire fence for a distance of four hundred eighty-four and 80/100 (484.80) feet to a point on said fence; thence South seventy-seven degrees fifty-three minutes twenty-seven seconds (S77°53'27"E) along a barbed wire fence for a distance of four hundred eight and 49/100 (408.49) feet to a steel pin; thence South thirty-eight degrees fifty-five minutes twenty seconds East (S38°55'20"E) across Goose Creek and the Chicago

Burlington and Quincy Railroad Company right-of-way for a distance of six hundred nine and 95/100 (609.95) feet to a fence corner on the East side of said C.B.&Q. right-of-way near the Southeast corner of C.B.&Q. bridge 705.47; thence South twenty-nine degrees twenty-one minutes forty-four seconds West (S29°21'44"W) along the C.B.&Q. right-of-way fence for a distance of five hundred nine and 35/100 (509.35) feet to a point on said fence; thence South twenty degrees fifty-one minutes zero seconds West (S20°51'00"W) along the C.B.&Q. right-of-way fence for a distance of two hundred fourteen and 40/100 (214.40) feet to a point on said fence; thence South thirteen degrees seventeen minutes fifty-eight seconds West (S13°17'58"W) along the C.B.&Q. right-of-way fence for a distance of one hundred fifty-six and 50/100 (156.50) feet to a point on said fence; thence South seven degrees eight minutes fourteen seconds West (S07°08'14"W) along the C.B.&Q. right-of-way fence for a distance of four hundred forty-five and 47/100 (445.47) feet to a point on said fence; thence South twenty three degrees eight minutes forty-one seconds East (S23°08'41"E) for a distance of three hundred and 1/100 (300.01) feet to a point fifty (50) feet West of the centerline of old U.S. Highway Eighty-Seven (U.S. 87); thence North five degrees forty-five minutes forty-eight seconds West (N05°45'48"W) for a distance of two hundred sixty-one and 51/100 (261.51) feet to a point on the West side of the Decker Road relocation right-of-way; thence North two degrees zero minutes four seconds East (N2°00'04"E) for a distance of three hundred twenty-eight and 45/100 (328.45) feet to a point on the West side of the Decker Road relocation right-of-way; thence North twenty-five degrees thirty-two minutes twenty-seven seconds East (N25°32'27"E) for a distance of two hundred sixty-seven and 66/100 (267.66) feet to a point on the West side of the Decker Road relocation right-of-way; thence North fifty-one degrees twenty minutes zero seconds East (N51°20'00"E) across the entrance road to Big Horn Coal Company for a distance of two hundred seventy-nine and 88/100 (279.88) feet to a corner of the Decker Road relocation right of way fence; thence North eighty degrees twenty minutes thirty-eight seconds East (N80°20'38"E) along the Decker Road relocation right-of-way fence for a distance of two hundred sixty and 71/100 (260.71) feet to a point on said fence; thence South sixty-nine degrees fifty-one minutes forty-one seconds East (S69°51'41"E) along the Decker Road relocation right-of-way fence for a distance of four hundred fourteen and 58/100 (414.58) feet to a Wyoming State Highway Department right-of-way marker; thence South fifty-eight degrees fifteen minutes fifty-five seconds East (S58°15'55"E) along the Decker Road relocation right-of-way fence for a distance of six hundred twenty-six and 77/100 (626.77) feet to a Wyoming State Highway Department right-of-way marker; thence South eighty-eight degrees fifty-seven minutes eighteen seconds East (S88°57'18"E) along the Decker Road relocation right-of-way fence for a distance of seven hundred sixteen and 11/100 (716.11) feet to a Wyoming State Highway Department right-of-way marker; thence North forty-six degrees thirty-nine minutes forty seconds East (N46°39'40"E) along the Decker Road relocation right-of-way fence for a distance of one hundred seventy-two and 88/100 (172.88) feet to a Wyoming State Highway Department right-of-way marker; thence North forty-five degrees fifty-seven minutes twenty seconds West (N45°67'20"W) along the Decker Road relocation right-of-way fence for a distance of twenty-five and 6/100 (25.06) feet to a Wyoming State Highway Department right of way marker; thence North forty-three degrees fifty two minutes forty-seven seconds East (N43°52'47"E) along the Decker Road relocation right-of-way fence for a distance of eight hundred twenty-three and 16/100 (823.16) feet to a point on said fence; thence North forty-three degrees fifty five minutes fifty five seconds East (N43°55'55"E) along the Decker Road relocation right-of-way fence for a distance of three hundred six and 87/100 (306.87) feet to a point on said fence; thence North forty-three degrees forty-four minutes twenty seconds East (N43°44'20"E) along the Decker Road relocation right-of-way fence for a distance of two hundred fifty-six and 69/100 (256.69) feet to a point on said fence where the East line of Section Twenty-Two (22) intersects said fence; thence North twenty-five degrees twelve minutes thirty-two seconds West (N25°12'32"W) along the East line of Section Twenty-Two (22) and continuing past the East Quarter corner of said Section Twenty-two (22) for a distance of three thousand three hundred twenty-six and 26/100 (3,326.26) feet to a steel pin; thence North eighty-two degrees thirty-three minutes fourteen seconds West (N82°33'14"W) for a distance of one hundred forty-five and 84/100 (145.84) feet to a steel pin; thence North eighty-seven degrees zero minutes fifty-four seconds West for a distance of one hundred twenty-one and 75/100 (121.75) feet to a point on the North line of Section Twenty-two (22); thence Westward along the North line of Section Twenty-Two (22) for a distance of two thousand four hundred eighteen and 40/100 (2,418.40) feet to a point on said North line of said Section Twenty-Two (22); thence South zero degrees thirty-nine minutes forty-four seconds East (S0°39'44"E) for a distance of two hundred sixty-nine and 2/100 (269.02) feet to a fence corner;



thence South sixty-five degrees twenty-nine minutes eleven seconds West (S65°29'11"W) along a barbed wire fence for a distance of one hundred ninety-five and 25/100 (195.25) feet to a fence corner; thence North seventy-six degrees fifty-eight minutes twenty-seven seconds West (N76°58'27"W) along a barbed wire fence for a distance of one hundred six and 4/100 (106.04) feet to a fence corner; thence South eighty-seven degrees two minutes twenty-three seconds West (S87°02'23"W) along a barbed wire fence for a distance of two hundred eighty-seven and 16/100 (287.16) feet to a fence corner; thence South sixty-five degrees forty-six minutes twenty-three seconds West (S65°46'23"W) for a distance of five hundred seventy-two and 97/100 (572.97) feet to a fence corner; thence South seventy-seven degrees two minutes twenty-one seconds West (S77°02'21"W) along a barbed wire fence for a distance of one hundred fifty-four and 44/100 (154.44) feet to a fence corner; thence North fifty-nine degrees seventeen minutes thirty-eight seconds West (N59°17'38"W) for a distance of seventy-five and 67/100 (75.67) feet to the point of beginning.

EXCEPTING THEREFROM that certain parcel of land conveyed to Grand Island and Northern Wyoming Railroad Company as contained Quitclaim Deed recorded September 11, 1893 in Book E of Deeds, Page 273 and 276.

EXCEPTING THEREFROM that certain parcel of land as conveyed to Peter Kool as contained in Deed recorded February 21, 1916 in Book Z of Deeds, Page 214.

EXCEPTING THEREFROM that certain parcel of land conveyed to Sheridan Railway & Light Company as contained in Deed recorded March 9, 1912 in Book 1 of Deeds, Page 27.

EXCEPTING THEREFROM that certain parcel of land as reserved by Chicago, Burlington & Quincy Railroad Company as contained in Deed recorded August 11, 1921, Book 17, Page 175.

EXCEPTING THEREFROM that certain parcel of land as conveyed to Montana Dakota Utilities Company as contained in Quitclaim Deed recorded November 29, 1954, Book 99, Page 329.

EXCEPTING THEREFROM that certain parcel of land as conveyed to Montana Dakota Utilities Company as contained in Quitclaim Deed recorded September 11, 1962 Book 138, Page 488.

EXCEPTING THEREFROM that certain parcel of land as conveyed to Montana Dakota Utilities Co. as contained in Quitclaim Deed recorded February 14, 1975, Book 207, Page 222.

EXCEPTING THEREFROM that certain parcel of land as conveyed to The Transportation Commission of Wyoming as contained in Quitclaim Deed recorded November 4, 2004, Book 457, Page 779.

EXCEPTING from all the above described lands any portion of said lands conveyed to the State Highway Commission of Wyoming and/or lying within Railroad Right of Ways, Interstate 90 and Wyoming State Highways Nos. 14 and 338 and 339.

(152-30) (207-19) (213-48) (223-308) (258-60)