


2021-770160 6/24/2021 3:26 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 8, 2021. The parties and their addresses are:

MORTGAGOR:

JAMES JAY LACLAIR AKA JAMES LACLAIR AKA JIM LACLAIR
A MARRIED MAN DEALING IN HIS SOLE AND SEPRATE PROPERTY
JOINT TENANTS WITH RIGHT OF SURVIVORSHIP
PO BOX 685
SHERIDAN, WY 82801-0000

JOSEPH NEIL THOMAS AKA JOSEPH THOMAS AKA JOE THOMAS
A SINGLE PERSON
PO BOX 685
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 11/01/2019 and recorded on 11/05/2019 (Security Instrument). The Security Instrument was recorded in the records of SHERIDAN County, Wyoming at BOOK: 1016 PAGE: 379 and covered the following described Property:

SEE EXHIBIT "A"

The property is located in SHERIDAN County at 2083 EASTSIDE 2ND STREET, 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 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 renewal note or other agreement, No. 300018305, dated June 8, 2021, from TOMAHAWK PIPELINE CONSTRUCTION INC (Borrower) to Lender, with a maximum credit limit of \$2,000,000.00 and maturing on March 15, 2022.

(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 Instrument will secure all future advances that are given to TOMAHAWK PIPELINE CONSTRUCTION INC either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing.

(c) All Debts. All present and future debts from TOMAHAWK PIPELINE CONSTRUCTION INC 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.

(d) 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.

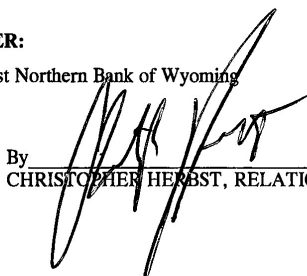
MORTGAGOR:


JAMES JAY LACLAIR AKA JAMES LACLAIR AKA JIM LACLAIR


JOSEPH NEIL THOMAS AKA JOSEPH THOMAS AKA JOE THOMAS

LENDER:

First Northern Bank of Wyoming

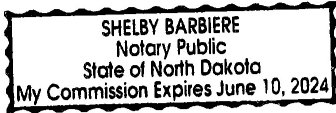
By 
CHRISTOPHER HERBST, RELATIONSHIP MANAGER

ACKNOWLEDGMENT.

State OF North Dakota County OF McKenzie ss.
This instrument was acknowledged before me this 17th day of June, 2021 by JAMES
JAY LACLAIR AKA JAMES LACLAIR AKA JIM LACLAIR, A MARRIED MAN DEALING IN HIS SOLE AND
SEPRATE PROPERTY, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP.

My commission expires: 06/10/2024

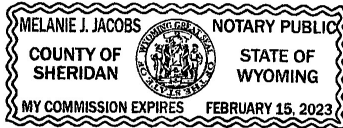
Shelby Barbieri
(Notary Public)



State OF Wyoming County OF Sheridan ss.
This instrument was acknowledged before me this 14th day of June, 2021 by JOSEPH
NEIL THOMAS AKA JOSEPH THOMAS AKA JOE THOMAS, A SINGLE PERSON.

My commission expires:

Melanie J. Jacobs
(Notary Public)



(Lender Acknowledgment)

State OF Wyoming County OF Sheridan ss.
This instrument was acknowledged before me this 14th day of June, 2021 by
CHRISTOPHER HERBST as RELATIONSHIP MANAGER of First Northern Bank of Wyoming.

My commission expires:

Melanie J. Jacobs
(Notary Public)

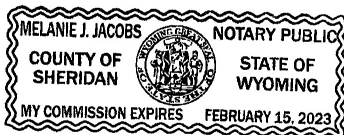


EXHIBIT "A"

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.