



2021-768563 4/27/2021 1:11 PM PAGE: 1 OF 14
BOOK: PAGE: FEES: \$90.00 PK MODIFICATION OF MORTGAGE
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

Space Above for Recorder's Use Only

TITLE OF DOCUMENT: FIRST MODIFICATION OF MORTGAGE, ASSIGNMENT
OF RENTS, SECURITY AGREEMENT AND FIXTURE
FILING

DATE OF DOCUMENT: March 22, 2021

GRANTOR: CAZA RANCHES LLC

Mailing Address: P.O. Box 658
Artesia, NM 88211-0658

GRANTEE: FARM CREDIT OF NEW MEXICO, FLCA, a wholly-owned
subsidiary of Farm Credit of New Mexico, ACA

Mailing Address: 110 W. College Blvd, Suite E
Roswell, NM 88201

LEGAL DESCRIPTION: See Exhibit A annexed to this document.

REFERENCE BOOK & PAGE: Book 924, Page 571

**INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:**

Stinson LLP
7700 Forsyth Blvd., Suite 1100
St. Louis, Missouri 63105
Attn: Jenna R. Hueneger



**FIRST MODIFICATION OF MORTGAGE, ASSIGNMENT OF RENTS, SECURITY
AGREEMENT AND FIXTURE FILING**

This FIRST MODIFICATION OF MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Modification") is made and entered into this 22nd day of March, 2021, by and between CAZA RANCHES LLC, a Texas limited liability company, having an address at P.O. Box 658, Artesia, NM 88211-0658 (the "Mortgagor"), and FARM CREDIT OF NEW MEXICO, FLCA, a wholly-owned subsidiary of Farm Credit of New Mexico, ACA, a federally-chartered instrumentality of the United States, having an address at 110 W. College Blvd, Suite E, Roswell, NM 88201 (together with its successors and assigns, "Mortgagee").

RECITALS

A. The Mortgagor has executed and delivered to the Mortgagee that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated as of March 9, 2016, recorded on March 14, 2016 with the County Clerk of Sheridan County, Wyoming in Book 924, Page 571, Document No. 2016-725529 (as amended, modified, supplemented, extended, renewed, restated or replaced from time to time, the "Existing Mortgage"), pursuant to which the Mortgagor granted to the Mortgagee all of the Mortgagor's right, title and interest in and to the Mortgage Estate, comprised in part of the land described on Exhibit A annexed hereto.

B. The Existing Mortgage was given as security for certain "Obligations" described therein, including without limitation, all obligations under that certain Credit Agreement dated as of March 11, 2016 (as previously amended, modified, supplemented, extended, renewed, restated or replaced from time to time, the "Existing Credit Agreement") by and among the Mortgagor, as borrower, the guarantors from time to time party thereto, and the Mortgagee.

C. The Mortgagor has requested that the transactions contemplated by the Existing Credit Agreement be amended and restated pursuant to the terms of that certain Amended and Restated Credit Agreement, dated as of even date herewith (as further amended, modified, supplemented, extended, renewed, restated or replaced from time to time, the "Amended Credit Agreement"), by and among the Mortgagor, the guarantors from time to time party thereto, and the Mortgagee.

D. The Mortgagor is required by the Amended Credit Agreement to execute and deliver this Modification to, among other things, amend and modify the Obligations, which the Mortgagor is willing to do in consideration of the agreement of the Mortgagee to make the accommodations to the Mortgagor pursuant to the terms of the Amended Credit Agreement.

AGREEMENT

NOW, THEREFORE, the Mortgagor and the Mortgagee, for good, sufficient and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Incorporation of Recitals; Defined Terms. The above recitals are incorporated herein by this reference. Capitalized terms not otherwise defined herein shall have the meaning given in the Existing Mortgage.

2. Modifications to Existing Mortgage. The Existing Mortgage is hereby modified as follows:

(a) Each reference in the Existing Mortgage to "this Mortgage", "hereof", "herein", "hereby" or words of like import shall be deemed to be a reference to the Existing Mortgage as amended



by this Modification and as further amended, modified, supplemented, extended, renewed, restated or replaced from time to time.

(b) All references to the "Credit Agreement" shall mean the Amended Credit Agreement, including without limitation, any refinancing or replacement of the Amended Credit Agreement.

(c) The first "WHEREAS" Recital on page 2 of the Existing Mortgage is hereby deleted in its entirety and replaced with the following:

"WHEREAS, the Mortgagor and the Mortgagee are parties to an Amended and Restated Credit Agreement, dated as of March 22, 2021 (as it may be amended, modified, restated or replaced from time to time, collectively, the "Credit Agreement"; except as otherwise herein expressly provided, all terms defined in the Credit Agreement being used herein are as defined therein), by and among the Mortgagor, the Guarantors party thereto, and the Mortgagee, which Credit Agreement provides for a revolving loan to be made by the Mortgagee to the Mortgagor in a principal amount not to exceed \$25,000,000, with interest thereon as evidenced by Mortgagor's Revolving Note dated as of March 11, 2016, payable by Mortgagor to the order of Lender (as the same was previously and may be further amended; extended, modified, restated or replaced from time to time, collectively, the "Note"), which Note, as amended, is in the maximum principal amount of TWENTY-FIVE MILLION DOLLARS (\$25,000,000.00); and"

(d) Paragraphs (a), (b) and (c) in the definition of "Obligations" in the "NOW THEREFORE" clause on page 2 of the Existing Mortgage are hereby deleted in their entirety and replaced with the following new paragraphs (a), (b), (c), (d) and (e):

"(a) the payment of all amounts due, including principal, interest, fees and expenses, from time to time (whether at stated maturity, by acceleration or otherwise), including future advances, under the following documents, all of which are incorporated herein by reference, including the same which arise after any of the following documents are extended, renewed, modified or amended, and all obligations of Mortgagor under any successor agreement or instrument which restates and supersedes any of the following documents in its entirety:

(i) the Credit Agreement;

(ii) the Note, the Swap Contracts and any other Loan Document;

(iii) that certain Guaranty by Mortgagor and certain other guarantors (as it may be amended, modified, restated or replaced from time to time, collectively, the "Chase Pecan Guaranty"), which guaranties the full and complete payment of the Guaranteed Obligations (as defined in the Chase Pecan Guaranty), as set forth in that certain Amended and Restated Credit Agreement, dated as of March 22, 2021 ("Chase Pecan Credit Agreement"), by and among Chase Pecan LP, a Texas limited partnership ("Chase Pecan"), the guarantors party thereto, and Production Credit Association of Southern New Mexico, a Wholly-Owned Subsidiary of Farm Credit of New Mexico, ACA ("FCNM PCA"), an affiliate of Mortgagee, as it may be amended, modified, restated or replaced from time to time; and

(iv) that certain Guaranty by Mortgagor and certain other guarantors (as it may be amended, modified, restated or replaced from time to time, collectively, the "Chase Farms Guaranty" and, collectively with the Chase Pecan Guaranty, the "Affiliate Guarantees"), which guaranties the full and complete payment of the Guaranteed



Obligations (as defined in the Chase Farms Guaranty), as set forth in that certain Amended and Restated Credit Agreement, dated as of March 22, 2021 ("Chase Farms Credit Agreement"), by and among Chase Farms LLC, a New Mexico limited liability company ("Chase Farms"), Head Nut, LLC, a Texas limited liability company ("Head Nut"), the guarantors party thereto, Mortgagee and FCNM PCA, as it may be amended, modified, restated or replaced from time to time;

(b) the payment and performance of the obligations of Mortgagor under the Credit Agreement, the Note (which includes revolving features permitting Mortgagor to borrow, repay and then reborrow, subject to the terms of the Note and the other Loan Documents), the other Loan Documents, and the Guaranteed Obligations under each of the Affiliate Guarantees, including the payment of all costs, expenses, fees and interest relating to the foregoing;

(c) the payment and performance of all other obligations of Mortgagor contained herein, including all fees and charges payable by Mortgagor;

(d) all future advances of Mortgagee and/or FCNM PCA to Mortgagor, Chase Pecan, Chase Farms or Head Nut, as applicable, and all other future obligations of Mortgagor, Chase Pecan, Chase Farms or Head Nut to Mortgagee and/or FCNM PCA of all kinds and character, whether or not related to the Credit Agreement, the Note, the other Loan Documents, or the Affiliate Guarantees to the fullest extent permitted by Law; and

(e) the payment and performance of each obligation of Mortgagor contained in any renewal, extension, amendment, modification, consolidation, change of, or substitution or replacement for, all or any part of any of the Note, the Credit Agreement, any other Loan Document or the Affiliate Guarantees."

(e) The definition of Loan Instruments on page 4 of the Existing Mortgage is hereby deleted in its entirety and replaced with the following:

"This Mortgage, the Credit Agreement, the Note, the other Loan Documents, the Affiliate Guarantees, and any other instrument given to evidence or further secure the payment and performance of any Obligations are sometimes hereinafter collectively referred to as the "Loan Instruments".

(f) The following definition is added to Section 1.01 of the Existing Mortgage:

"Payment in Full" means the completion of the transactions under the Credit Agreement and the Affiliate Guarantees, the indefeasible payment in full in cash of all Obligations and the Guaranteed Obligations (as defined in the Affiliate Guarantees), and termination of all commitments under the Credit Agreement, the Chase Pecan Credit Agreement, and the Chase Farms Credit Agreement."

(g) A new Section 6.07 is added to the Existing Mortgage as follows:

"Section 6.07 Maturity Date. The last maturity date to occur with respect to one or more of the Obligations secured hereby is December 1, 2042."

3. No Other Modifications. Except as expressly set forth herein, all the terms and conditions of the Existing Mortgage shall remain unmodified and in full force and effect, and the Mortgagor confirms



and ratifies the Existing Mortgage and agrees to perform and comply with the terms and conditions of the Existing Mortgage, as modified herein.

4. Representations and Warranties. The Mortgagor hereby represents and warrants to the Mortgagee that (a) the execution, delivery and performance by the Mortgagor of this Modification are within the limited liability company powers of the Mortgagor, have been duly authorized by all necessary limited liability company action and require no action by or in respect of, or filing with, any governmental or regulatory body, agency or official; (b) the execution, delivery and performance by Mortgagor of this Modification do not conflict with, or result in a breach of the terms, conditions or provisions of, or constitute a default under or result in any violation of its organizational documents, any applicable law, any rule, regulation, order, writ, judgment or decree of any court or governmental or regulatory agency or instrumentality, or any agreement or instrument to which the Mortgagor is a party or by which the Mortgagor is bound or to which the Mortgagor is subject; and (c) this Modification has been duly executed and delivered and constitutes the legal, valid and binding obligation of the Mortgagor enforceable in accordance with its terms.

5. No Impairment. Nothing in this Modification shall be deemed to or shall in any manner prejudice or impair the Existing Mortgage and the liens created thereunder. This Modification shall not constitute an alteration, waiver, annulment or variation of the liens and encumbrances of the Existing Mortgage, or the terms and conditions of or any rights, powers, or remedies under the Existing Mortgage, except as expressly set forth herein.

6. Applicable Law. This Modification shall be governed by and construed in accordance with the internal laws of the State of Wyoming.

7. Binding Agreement. This Modification shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. Counterparts. This Modification may be executed in separate counterparts and all such counterparts when combined shall constitute one agreement.

[signature pages follow]



IN WITNESS WHEREOF, this Modification has been executed by the Mortgagor and the Mortgagee to be effective as of the date first above written.

MORTGAGOR:

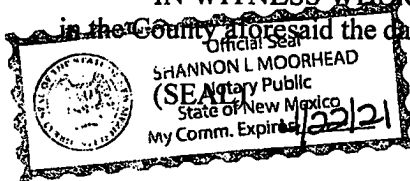
CAZA RANCHES LLC, a Texas limited liability company

By: [Signature]
 Name: G.L. Straley
 Title: Manager

STATE OF New Mexico)
) ss.
 COUNTY OF Eddy)

On this 26th day of March, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared G.L. Straley, a Manager of CAZA RANCHES LLC, a Texas limited liability company, known to me to be the person who executed the within instrument on behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated, and as his free act and deed and as the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the County aforesaid the day and year last above written.



Shannon L Moorhead
 Printed Name: Shannon L Moorhead
 Notary Public in and for said State
 Commissioned in Eddy County

My Commission Expires:

April 22, 2021



MORTGAGEE:

FARM CREDIT OF NEW MEXICO, FLCA, a wholly-owned subsidiary of Farm Credit of New Mexico, ACA, a federally chartered instrumentality of the United States

By: *Jeremy Kohler*
 Name: Jeremy Kohler
 Title: Vice President Business Development

STATE OF NM)
 COUNTY OF Chaves) ss.

On this 26th day of March, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Jeremy Kohler, Vice President Business Development of FARM CREDIT OF NEW MEXICO, FLCA, a wholly-owned subsidiary of Farm Credit of New Mexico, ACA, a federally chartered instrumentality of the United States, known to me to be the person who executed the within instrument on behalf of said instrumentality and acknowledged to me that he executed the same for the purposes therein stated, and as his free act and deed and as the free act and deed of said instrumentality.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the County aforesaid the day and year last above written.

(SEAL)

Gina L. Thomas
 Printed Name: Gina L. Thomas
 Notary Public in and for said State
 Commissioned in Chaves County

My Commission Expires:

2-8-2023

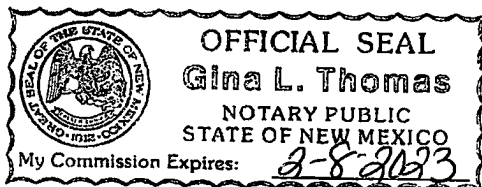




EXHIBIT A

Legal Description

Tract 1

Township 57 North, Range 81 West, 6th P.M. Sheridan County Wyoming

Section 4: All

Section 5: All

Section 6: South 1/2 NE 1/4, SE 1/4 NW 1/4, Lots 8, 9, 10, 11, 12, and that portion of Lot 13 lying North of the following described fence line: Beginning at a point on a fence line on the west line of said Lot 13, said point being S03°52'55"E, 107.69 feet from the East quarter corner of Section 1, T57N, R82W; thence S64°29'35"E, 78.02 feet along said fence line to a fence corner; thence N88°36'02"E, 852.08 feet along said fence line to a fence corner; thence N88°57'49"E, 503.08 feet along said fence line to a fence corner; said point being S85°33'50"E, 1436.83 feet from said east quarter corner of Section 1.

Section 9: East 1/2, North 1/2, NW 1/4

Township 57 North, Range 82 West, 6th P.M. Sheridan County, Wyoming

Section 1: That portion of the North 1/2 and NE 1/4 SE 1/4 of said Section 1 lying northeasterly of the following described fence line: Beginning at a point on a fence line on the East line of said Section 1, said point being S03°52'55"E, 107.69 feet from the East quarter corner of said Section 1; thence N64°29'35"W, 492.10 feet along said fence line to a fence corner; thence N70°43'05"W, 3595.45 feet along said fence line to a fence corner; thence N45°34'57"W, 1600.49 feet along said fence line to a fence corner, thence N61°11'33"W, 281.99 feet along said fence line to a point on the approximate West line of said Section 1, said point being S0°48'22"E, 196.22 feet from the Northwest corner of said Section 1.

Section 2: That portion of Lot 1 of said Section 2 lying northeasterly of the following described fence line: Beginning at a point on a fence line and the approximate East line of said Section 2, said point being S0°48'22"E, 196.22 feet from the Northeast corner of said Section 2; thence N61°11'33"W, 384.13 feet along said fence line to a point on the approximate North line of said Section 2, said point being S88°06'37"W, 85.38 feet from the closing corner to the Southwest corner of Section 36, T58N, R82W.

Township 58 North, Range 81 West, 6th P.M., Sheridan County, Wyoming

Section 19: All

Section 20: All

Section 21: All



Section 28: All
Section 29: All
Section 30: All
Section 31: All
Section 32: All
Section 33: All

Township 58 North, Range 82 West, 6th P.M., Sheridan County, Wyoming

Section 22: SE1/4, Sth1/2NE1/4, SE1/4NW1/4, East1/2SW1/4, Lots 1, 2, 3, 4, 5, 6, and that portion of Lot 7 lying northeasterly of the following described fence line: Beginning at a point on a fence line and the approximate South line of said Section 22, said point being N89°33'01"E, 163.21 feet from the closing corner to the Southwest corner of said Section 22; thence N52°02'34"W, 204.49 feet along said fence line to a fence corner; thence leaving said fence line N32°29'53"W, 8.10 feet to a point, said point being the Southeast corner of Section 21, T58N, R82W.

Section 23: All
Section 24: All
Section 25: All
Section 26: All

Section 27: East1/2SE1/4, NE1/4, NE1/4NW1/4, and that portion of the SE1/4NW1/4, NE1/4SW1/4, West1/2SE1/4, Lot 1, and Lot 2 lying northeasterly of the following described fence line: Beginning at a point on the approximate South line of said Section 27, said point being S89°36'36"W, 1949.34 feet from the Southeast corner of said Section 27; thence N06°12'00"W, 1428.98 feet to a point on a fence line; thence N53°56'27"W, 747.62 feet along said fence line to a fence corner; thence N49°58'57"W, 979.91 feet along said fence line to a fence corner; thence N33°00'51"W, 1564.82 feet along said fence line to a fence corner; thence N09°21'02"E, 921.34 feet along said fence line to a fence corner; thence N52°02'34"W, 887.66 feet along said fence line to a fence corner on the approximate North line of said Section 27, said point being N89°33'01"E, 163.21 feet from the closing corner to the Northwest corner of said Section 27;

Section 34: That portion of the NE1/4 lying northeasterly of the following described line: Beginning at a point on a fence line and the East line of said Section 34, said point being S0°20'09"E, 2481.89 feet from the Northeast corner of said Section 34; thence N57°40'59"W, 465.99 feet along said fence line to a fence corner; thence N45°33'49"W, 1577.69 feet along said fence line to a point; thence leaving said fence line S14°30'32"W, 62.38 feet to a point on the centerline of the Badger Creek County Road; thence N49°55'25"W, 404.87 feet along said centerline to a point; thence leaving said centerline of the Badger Creek County Road N06°12'00"W, 910.98 feet to a point on the approximate North line of said Section 34, said point being S89°36'36"W, 1949.34 feet from the Northeast corner of said Section 34;

Section 35: NE1/4, East1/2NW1/4, NW1/4NW1/4, and that portion of the SW1/4NW1/4, North1/2SW1/4, North1/2SE1/4, and Lot 1 lying northeasterly of the following described fence line: Beginning at a point on a fence line and the approximate South line of said Section 35, said



point being S88°06'37"W, 85.38 feet from the closing corner to the Southeast corner of Section 35; thence N61°11'33"W, 173.23 feet along said fence line to a fence corner; thence N53°33'13"W, 735.64 feet along said fence line to a fence corner; thence N18°55'49"W, 845.93 feet along said fence line to a fence corner; thence N89°42'54"W, 2364.28 feet along said fence line to a fence corner; thence N57°40'59"W, 2163.76 feet along said fence line to a point on the West line of said Section 35, said point being S0°20'09"E, 2481.89 feet from the Northwest corner of said Section 35.

Easement 1

Also including as easement 400 feet wide for ingress and egress being 20 feet on each side of a centerline situated in the North1/2SE1/4 of Section 1, T57N, R82W, said centerline described as follows: Beginning at a point on the centerline of the Badger Creek County Road, said point being N54°45'37"W, 2110.88 feet from the Southeast corner of said Section 1; thence N41°51'22"E, 420.25 feet along said centerline to a point; thence N56°24'55"E, 311.60 feet along said centerline to a point; thence N67°24'22"E, 273.91 feet along said centerline to a point; thence N73°07'34"E, 329.38 feet along said centerline to a point; thence N43°01'59"E, 311.92 feet along said centerline to a point; thence N53°23'56"E, 243.93 feet along said centerline to a point; thence N36°14'39"E, 148.93 feet along said centerline to a point on a fence line, said point being S22°03'06"E, 139.05 feet from the East quarter corner of said Section 1.

Easement 2

Also including an easement 40 feet wide for ingress and egress being 20 feet on each side of a centerline situated in the N1/4SW1/4 and Lot 3 of Section 35, T58N, R82W, said centerline described as follows: Beginning at a point on the centerline of the Badger Creek County Road, said point being S24°03'53"E, 4578.14 feet from the Northwest corner of said Section 35; thence N19°15'31"E, 572.62 feet along said centerline to a point on a fence line, said point being S26°27'29"E, 4180.07 feet from said Northwest corner of Section 35.

Easement 3

Also including an easement 40 feet wide for ingress and egress being 20 feet on each side of a centerline situated in the SE1/4NWE1/4, Lot 2, and Lot 3 of Section 27, T58N, R82W; said centerline described as follows: Beginning at a point on the centerline of the Badger Creek County Road, said point being S01°58'01"E, 815.32 feet from the East quarter corner of Section 28 T58N, R82W; thence N39°29'57"E, 219.23 feet along said centerline to a point; thence N50°32'31"E, 94.43 feet along said centerline to a point; thence N04°20'29"E, 263.19 feet along said centerline to a point; thence N34°06'54"E, 147.77 feet along said centerline to a point; thence N59°22'59"E, 308.69 feet along said centerline to a point; thence N52°32'37"E, 424.12 feet along said centerline to a point; thence N33°44'14"E, 277.21 feet along said centerline to a point on a fence line, said point being N67°58'25"E, 1186.00 feet from said East quarter corner of Section 28.



Tract 2

Township 57 North, Range 80 West, 6th P.M. Sheridan County, Wyoming

Section 6: All

Section 7: All of Section 7 except that portion of the NE1/4NE1/4, SE1/4NE1/4 and NE1/4SE1/4 more particularly described as follows: Beginning at the East quarter corner (G.L.O. Brass Cap) of said Section 7; thence S03°43'12"E, 536.10 feet along the East line of said Section 7 to a point on a fenceline; thence N47°57'54"W, 946.33 feet along said fenceline to a point; thence N21°55'05"E, 1043.10 feet along said fenceline to a point; thence N42°33'33"E, 403.60 feet along said fenceline to a point on said East line of Section 7; thence S0°14'34"E, 1239.62 feet along said East line to the point of beginning.

Section 8: That portion of the SW1/4 more particularly described as follows: Beginning at the Southwest corner (G.L.O. Brass Cap) of said Section 8; thence N87°49'38"E, 1261.90 feet along the South line of said Section 8 to a point on a fenceline; thence N30°08'58"E, 617.67 feet along said fenceline to a point; thence N38°28'12"W, 884.33 feet along said fenceline to a point; thence N57°12'40"W, 867.81 feet along said fenceline to a point; thence N47°57'54"W, 579.16 feet along said fenceline to a point on the West line of said Section 8; thence S03°43'12"E, 2136.58 feet along the West line of said Section 8 to the point of beginning.

Also including That portion of the NW1/4 more particularly described as follows: Beginning at the Northwest corner (G.L.O. Brass Cap) of said Section 8; thence S01°53'00"E, 1302.59 feet along a fenceline to a point; thence S42°33'13"W, 54.89 feet along said fenceline to a point on the West line of said Section 8; thence N0°14'34"W, 1342.33 feet along said west line to the point of beginning.

Section 17: That portion of the NW1/4 more particularly described as follows: Beginning at the Northwest corner of said Section 17 (G.L.O. Brass Cap); thence S02°16'24"E, 1822.84 feet along the West line of said Section 17 to a point on a fenceline; thence N65°25'03"E, 154.22 feet along said fenceline to a point; thence N30°08'58"E, 2087.49 feet along said fenceline to a point on the North line of said Section 17; thence S87°49'38"W, 1261.90 feet along said North line to the point of beginning.

Section 18: All of the North 1/2 except that portion more particularly described as follows: Beginning at the East quarter corner (G.L.O. Brass Cap) of said Section 18; thence S88°44'58", 1707.88 feet along the South line of said North 1/2 to a point on a fenceline; thence N65°16'16"E, 740.12 feet along said fenceline to a point; thence N37°11'57"E, 417.93 feet along said fenceline to a point; thence S89°06'23"E, 436.73 feet along said fenceline to a point; thence N65°25'03"E, 347.91 feet along said fenceline to a point on the East line of said Section 18; thence S02°16'24"E, 743.74 feet to the point of beginning.

Also including that portion of the NW1/4SE1/4 and Lots 7, 8, 9 more particularly described as follows: Beginning at the West quarter corner (G.L.O. Brass Cap) of said Section 18; thence S01°57'53"E, 690.59 feet along the West Line of said Section 18 to a point on said fenceline;



thence S81°57'13"E, 1014.31 feet along said fenceline to a point; thence S82°02'18"E, 986.86 feet along said fenceline to a point; thence N65°16'16"E, 2541.12 feet along said fenceline to a point of the North line of said NW1/4 SE1/4; thence S88°44'58"W, 4314.46 feet along the South line of said North½ of Section 18 to the point of beginning.

Township 57 North, Range 81 West, 6th P.M., Sheridan County, Wyoming

Section 1: All

Section 2: All

Section 3: All

Section 10: All

Section 11: All

Section 12: All

Section 13: All of Section 13 and that portion of Tract 48 lying in Section 13 except that portion of Lots 5, 6, and Tract 48 more particularly described as follows: Beginning at the Southwest corner of said Section 13 (G.L.O. Brass Cap); thence N0°28'00"W, 652.96 feet along the West line of said Section 13 to a point on a fenceline; thence S76°35'15"E, 1110.78 feet along said fenceline to a point; thence S87°34'21"E, 2136.12 feet along said fenceline to a point; thence S81°57'13"E, 633.30 feet along said fenceline to a point on the East line of said Section 13; thence S01°57'53"E, 184.75 feet along said East line to the closing corner for the Southeast corner of said Section 13 (G.L.O. Brass Cap); thence S89°31'48"W, 3842.89 feet along the South line of said Section 13 to the point of beginning.

Section 14: West1/2, NE1/4, North1/2SE1/4

Section 15: North1/2, North1/2SE1/4, SE1/4SE1/4

Township 58 North, Range 81 West, 6th P.M., Sheridan County, Wyoming

Section 22: West1/2SW1/4, SE1/4SW1/4, SW1/4NW1/4, Lot 4

Section 25: North1/2SW1/4, SW1/4SW1/4

Section 26: South1/2, SW1/4NW1/4

Section 27: South1/2, NW1/4, West1/2NE1/4, SE1/4NE1/4

Section 34: All

Section 35: All

Total Acres For Tracts 1 & 2 x + or - 21.026 Acres

Note: The above acreage for record sections and aliquot parts was tabulated from resurvey plats received from the B.L.M. in Cheyenne, WY. Acreages for those portions lying northeasterly of the fence line were calculated from a field survey of the fenceline, located resurvey monuments, and record bearings and distances from said resurvey plats. The above acreage is only approximate and may change if a boundary survey is executed in the future.

Basis of Bearings is Wyoming State Plane: East Central Zone

And



A tract of land being that portion of Lot 3, Section 19, Township 58 North, Range 82 West of the Sixth Principal Meridian, Sheridan County, Wyoming, lying South and East of the Lower Prairie Dog County Road (No. 1211); more particularly described as follows:

Beginning at the Northwest Corner of said Lot 3, this point of beginning bears S89°43'E a distance of 2658.98 feet from the Northwest corner of said Section 19, thence N89°43'W for a distance of 13.56 feet; thence S5°35'20"W for a distance of 58.95 feet; thence S87°52'20"W for a distance of 359.73 feet; thence S88°56'W for a distance of 190.96 feet; thence N89°40'20"W for a distance of 645.3 feet; thence S46°34'10"W for a distance of 119.66 feet; thence S14°38'20"E for a distance of 794.45 feet; thence S58°06'45"W for a distance of 209.83 feet to a point on the South line of said Lot 3; thence along said South line on a bearing of N89°42'32"E for a distance of 1283.86 feet to the Southeast corner of said Lot 3; thence N0°15'17"W for a distance of 1027.08 feet to the point of beginning.

And

Township 58 North, Range 82 West, 6th P.M., Sheridan County, Wyoming:

Section 36: Lots 1, 2, 3, 4; N½, NE½S½

Township 58 North, Range 81 West, 6th P.M., Sheridan County, Wyoming:

Section 36: NW¼, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11

And

A tract of land situated in the E½NW¼ and NE¼SW¼ of Section 22, Township 58 North, Range 81 West, 6th P.M., Sheridan County, Wyoming; said tract of land being more particularly described as follows:

Commencing at the Northwest corner of said Section 22 (Monumented with a GLO Brass Cap); thence N89°42'30"E, 1317.74 feet along the North line of the W½NW¼ of said Section 22 to the Point of Beginning of said tract, said point lying on a fence line, and being the Northwest corner of said E½NW¼; thence S04°37'40"E, 1579.51 feet along said fence line to a point; thence S18°46'09"E, 276.24 feet along said fence line to a point; thence S18°56'53"E, 940.46 feet along said fence line to a point; thence S35°18'55"E, 801.12 feet along an existing fence line to a point; thence S35°34'45"E, 351.29 feet along said fence line to a point, said point lying on the South line of said NE¼SW¼; thence S89°36'12"W, 1165.68 feet along said South line of said NE¼SW¼ to a point; said point being the Southwest corner of said NE¼SW¼; thence N00°45'24"W, 1325.19 feet along the West line of said NE¼SW¼ to a point; said point being the Southwest corner of said E½NW¼; thence N00°08'51"W, 2347.81 feet along the West line of said E½NW¼ to the Point of Beginning of said tract.

And



A tract of land situated in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 22, Township 58 North, Range 81 West, 6th P.M., Sheridan County, Wyoming; said tract of land being more particularly described as follows:

Beginning at the South quarter corner of said Section 22 (Monumented with a GLO Brass Cap); thence N00°28'36"W, 1097.78 feet along the West line of said SW $\frac{1}{4}$ SE $\frac{1}{4}$ to a point, said point lying on a fence line; thence S35°34'45"E, 292.34 feet along said fence line to a point; thence S35°40'40"E, 1051.38 feet along said fence line to a point, said point lying on the South line of said SW $\frac{1}{4}$ SE $\frac{1}{4}$; thence S89°33'40"W, 774.18 feet along said South line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ to the Point of Beginning of said tract.

And

A tract of land situated in the NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 27, Township 58 North, Range 81 West, 6th P.M., Sheridan County, Wyoming; said tract of land being more particularly described as follows: Commencing at the Northeast corner of said Section 27 (Monumented with a GLO Brass Cap); thence S89°33'40"W, 1318.66 feet to a point; said point being the Northwest corner of said NE $\frac{1}{4}$ NE $\frac{1}{4}$; thence S00°30'12"E, 771.95 feet along the West line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$ to the Point of Beginning of said tract, said point lying on a fence line; thence S35°40'40"E, 668.10 feet along said fence line to a point, said point lying on the South line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$; thence S89°32'05"W, 384.87 feet to a point; thence N00°30'12"W, 545.85 feet along said West line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ to the Point of Beginning of said tract.

And

A tract of land situated in the S $\frac{1}{2}$ NE $\frac{1}{4}$, and the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 26, Township 58 North, Range 81 West, 6th P.M., Sheridan County, Wyoming; said tract of land being more particularly described as follows:

Commencing at the East quarter of said Section 26 (Monumented with a GLO Brass Cap); thence S89°26'08"W, 286.99 feet along the South line of said S $\frac{1}{2}$ NE $\frac{1}{4}$ to the Point of Beginning of said tract; thence S89°26'08"W, 2343.18 feet along said South line of the S $\frac{1}{2}$ NE $\frac{1}{4}$ to a point; thence S89°26'08"W, 1318.11 feet along the South line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ to a point; thence N00°30'19"W, 49.62 feet along the West line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ to a point, said point lying on a fence line; thence N89°54'28"E, 1737.51 feet along said fence line to a point; thence S89°18'29"E, 845.36 feet along said fence line to a point; thence S89°40'24"E, 1078.77 feet along said fence line to the Point of Beginning of said tract.

Excepting Therefrom that certain parcel of land as conveyed to Philip R. Ogle and Kathy Muller - Ogle as contained in the Quitclaim Deed recorded May 20, 2014 in Book 547, Page 88.

NO. 2021-768563 MODIFICATION OF MORTGAGE
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
FARM CREDIT OF NEW MEXICO - CLOVIS PO BOX 518
CLOVIS NM 88102