

MORTGAGE

**Sheridan Motorsports Association**, a Wyoming unincorporated nonprofit association, (“Mortgagor”), to secure the payment of Seventy-Five Thousand and xx/100 Dollars (\$75,000) payable under the terms of an Installment Note of even date herewith, do hereby mortgage to **Sheridan Speedway, Inc.**, a Wyoming Corporation, whose address is P.O. Box 95, Midland, South Dakota 57552 (“Mortgagee”), the following described real estate situated in the County of Sheridan, in the State of Wyoming, to-wit:

Please see Exhibit A attached hereto and incorporated herein by this reference.

The Mortgagor agrees to pay the indebtedness hereby secured, to pay all taxes and assessments on said premises, and to keep the premises insured during the life of this Mortgage. In case the Mortgagor shall fail to pay such taxes and assessments and to keep the premises insured, as aforesaid, the Mortgagee may insure the premises and pay said taxes and assessments, and all sums so paid shall be added to and considered as a part of the above indebtedness hereby secured.

In case default shall be made in the payment of the above sum hereby secured when the same shall become due, or in case default shall be made in any of the covenants and agreements hereof, then the whole indebtedness hereby secured shall become due and payable, and the Mortgagee and its legal representatives or assigns may proceed, pursuant to law, to foreclose on and sell said property, and out of the proceeds of such sale they shall pay all sums due hereunder, together with all costs of sale and foreclosure, including a reasonable attorney's fee.

DATED this 30<sup>th</sup> day of March, 2021.



[signature on following page]

**SHERIDAN MOTORSPORTS ASSOCIATION,**  
a Wyoming unincorporated nonprofit association

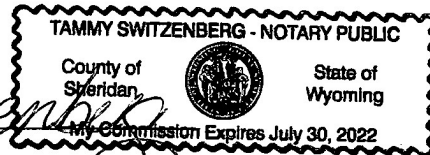
By: *Brian Davidson*  
Title: MEMBER

STATE OF WYOMING     )  
  ) ss.  
County of Sheridan     )

The foregoing instrument was acknowledged before me this 30 day of March, 2021, by Brian Davidson as member of the Sheridan Motor Sports Association, a Wyoming unincorporated nonprofit association.

WITNESS my hand and official seal.

*Tammy Switzenberg*  
Notary Public



My Commission Expires: July 30, 2022.

**Exhibit A**

**A tract of land located in the South half of the Northeast Quarter (S½NE¼) and the North half of the Southeast Quarter (N½SE¼) of Section 25, Township 56 North, Range 84 West, and in the Southwest Quarter of the Northwest Quarter (SW¼NW¼) of Section 30, Township 56 North, Range 83 West, of the Sixth Principal Meridian, Sheridan County, Wyoming, being more particularly described as follows:**

**Beginning at a point located S87°36'44"E, 1088.37 feet from the Center Quarter Corner of said Section 25, said point lying on the southerly line of the NE¼ of said Section 25; thence along said southerly line S87°36'44"E, 96.00 feet; thence N20°34'28"W, 327.88 feet; thence N25°20'33"E, 140.00 feet; thence N0°02'04"W, 393.00 feet; thence S82°52'46"E, 1513.04 feet to a point on the westerly right of way line of the Burlington Northern Railroad; thence along said westerly right of way on a spiral curve to the right having chord bearing and a distance S15°36'37"W, 295.41 feet; thence continuing along said railroad right of way along a curve to the right having a radius of 2226.84 feet, a central angle of 6°30'02", and arc length of 252.65 feet, with chord bearing and distance of S21°22'22"W, 252.51 feet to a point on the westerly line of said Section 30; thence along said westerly line and continuing along the Burlington Northern Railroad right of way N0°21'02"E, 129.41 feet; thence continuing along said railroad right of way along a curve to the right having a radius of 2176.84 feet, a central angle of 33°59'30", and arc length of 1291.45 feet, with chord bearing and distance S38°30'44"W, 1272.79 feet; thence N34°29'31"W, 193.70 feet; thence along a curve to the right having a radius of 173.24 feet, a central angle of 54°08'33", and arc length of 163.71 feet, with chord bearing S70°29'58"W, 157.68 feet; thence N82°25'46"W, 249.72 feet; thence N7°34'11"E, 60.00 feet; thence N8°18'54"W, 557.55 feet to the point of beginning.**

**ALSO**

**A non-exclusive access roadway easement contained in a Warranty Deed recorded June 24, 1994 in Book 367, Page 210 and recorded December 14, 1994 in Book 371, Page 19. EXCEPTING THEREFROM that certain parcel of land contained in an Access and Utility Easement document recorded December 17, 2009 in Book 511, Page 597 and recorded December 22, 2009 in Book 511, Page 702.**

**ALSO**

**A 60.0' Right-of-Way and Utility Easement for Ingress and Egress contained in an Access and Utility Easement document recorded December 17, 2009 in Book 511, Page 597 and recorded December 22, 2009 in Book 511, Page 702.**