

2022-776677 2/25/2022 3:17 PM PAGE: 1 OF S FEES: \$24.00 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 February 23, 2022. The parties and their addresses are:

MORTGAGOR:

FREEDOM RANCH LLC A Wyoming Limited Liability Company PO BOX 358 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 05/26/2021 and recorded on 05/27/2021 (Security Instrument). The Security Instrument was recorded in the records of SHERIDAN County, Wyoming at 2021-769444 and covered the following described Property:

SEE EXHIBIT "A"

The property is located in SHERIDAN County at TBD, 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. 372003878, dated February 23, 2022, from Mortgagor to Lender, with a loan amount of \$1,023,178.90 and maturing on December 1, 2022.
 - (b) Future Advances. All future advances from Lender to Mortgagor under the Specific Debts executed by Mortgagor 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 Mortgagor 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 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

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2022-776677 2/25/2022 3:17 PM PAGE: 2 OF 5 FEES: \$24.00 PK MODIFICATION OF MORTGAGE EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

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:

FREEDOM RANCH LLC

TODD GREIG, MANAGING MEMBER

LENDER:

First Northern Bank of Wyoming

CHRISTOPMER HERBST, RELATIONSHIP MANAGER

2022-776677 2/25/2022 3:17 PM PAGE: 3 OF 5 FEES: \$24.00 PK MODIFICATION OF MORTGAGE EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

ACKNOWLEDGMENT.

of Wyoming, County day of February

OF <u>Sheridan</u> ss.

This instrument was acknowledged before me this 240 GREIG as MANAGING MEMBER of FREEDOM RANCH LLC.

My commission expires:

Mulanu 4 (Notary Public)

MELANIE J. JACOBS
COUNTY OF SHERIDAN NOTARY PUBLIC STATE OF WYOMING

(Lender Acknowledgment)

OF Sheridan ss. State OF Wysming, Orunty OF Sheridan ss.

This instrument was acknowledged before me this 221t day of February CHRISTOPHER HERBST as RELATIONSHIP MANAGER of First Northern Bank of Wyoming.

My commission expires:

Muanu J Jacobe (Notary Public)

, 2022

MELANIE J. JACOBS

COUNTY OF SHERIDAN

MOTARY PUBLIC

STATE OF WYOMING FEBRUARY 15, 2023

EXHIBIT A - LEGAL DESCRIPTION

THAT PORTION OF A TRACT OF LAND DESCRIBED IN BOOK 519, PAGE 792 IN THE RECORDS OF THE SHERIDAN COUNTY CLERK, LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE1/4NE1/4) AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE1/4SE1/4) OF SECTION 1, TOWNSHIP 55 NORTH, RANGE 84 WEST AND OF LOT 4, LOT 5 AND LOT 6 OF SECTION 6, TOWNSHIP 55 NORTH, RANGE 83 WEST, 6TH P.M., SHERIDAN COUNTY, WYOMING LYING NORTH OF THE U.S. HIGHWAY NO. 14 AND WEST OF THE COUNTY ROAD NO. 139 (AKA EAST RIDGE ROAD); SUBJECT TRACT BEING MORE PARTICULARYLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 1, THENCE S 00°05'30" W, A DISTANCE OF 900.04 FEET ALONG THE EAST LINE OF SAID SECTION 1 TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 543, PAGE 68 AND THE POINT OF BEGINNING OF SUBJECT TRACT; THENCE N 89°30'50" E, A DISTANCE OF 649.82 FEET ALONG THE SOUTH LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 543, PAGE 68 TO THE WEST LINE OF SAID COUNTY ROAD NO. 139;

THENCE S 20°38'21" E, A DISTANCE OF 1185.17 FEET ALONG SAID WEST LINE; THENCE ALONG SAID WEST LINE THROUGH A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 438.50 FEET, A RADIUS OF 1070.00 FEET, A DELTA ANGLE OF 23°28'50", A CHORD BEARING OF S 08°15'52" E AND A CHORD LENGTH OF 435.44 FEET; THENCE ALONG SAID WEST LINE THROUGH A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 62.60 FEET, A RADIUS OF 1070.00 FEET, A DELTA ANGLE OF 03°21'40", A CHORD BEARING OF S 04°38'13" W, AND A CHORD LENGTH OF 62.59 FEET; THENCE ALONG SAID WEST LINE THROUGH A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 365.50 FEET, A RADIUS OF 1070.00 FEET, A DELTA ANGLE OF 19°34'24", A CHORD BEARING OF S 16°01'09" W AND A CHORD LENGTH OF 363.73 FEET; THENCE S 25°48'21" W, A DISTANCE OF 358.76 FEET ALONG SAID WEST LINE TO THE NORTH RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY: THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THROUGH A CURVE TO THE LEFT WITH AN ARC LENGTH OF 36.58 FEET, A RADIUS OF 1687.02 FEET, A DELTA ANGLE OF 01°14'32", A CHORD BEARING OF N 68°34'11" W AND A CHORD LENGTH OF 36.58 FEET; THENCE N 20°36'09" E, A DISTANCE OF 29.86 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THROUGH A CURVE TO THE LEFT WITH AN ARC LENGTH OF 209.67 FEET, A RADIUS OF 1717.02 FEET, A DELTA ANGLE OF 06°59'48", A CHORD BEARING OF N 72°42'11" W AND A CHORD LENGTH OF 209.54 FEET; THENCE S 13°52'13" W, A DISTANCE OF 29.88 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THROUGH A CURVE TO THE LEFT WITH AN ARC LENGTH OF 98.36 FEET, A RADIUS OF 1687.02 FEET, A DELTA ANGLE OF 03°20'26", A CHORD BEARING OF N 78°09'50" W AND A CHORD LENGTH OF 98.35 FEET: THENCE N 79°37'44" W, A DISTANCE OF 90.01 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THROUGH A CURVE TO THE LEFT WITH AN ARC LENGTH OF 348.65 FEET, A RADIUS OF 1687.02 FEET, A DELTA ANGLE OF 11°50'28", A CHORD BEARING OF N 85°29'16" W AND A CHORD LENGTH OF 348.03 FEET; THENCE S 88°34'35" W, A DISTANCE OF 76.47 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE N 01°20'37" W, A DISTANCE OF 29.94 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE S 88°38'29" W, A DISTANCE OF 149.89 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE S 01°15'43" E, A DISTANCE OF 30.01 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE S 88°35'27" W, A DISTANCE OF 584.25 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE



2022-776677 2/25/2022 3:17 PM PAGE: 5 OF 5 FEES: \$24.00 PK MODIFICATION OF MORTGAGE EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

1584.65 FEET, A DELTA ANGLE OF 04°44'43", A CHORD BEARING OF N 89°04'51" W AND A CHORD LENGTH OF 131.20 FEET; THENCE N 03°18'28" E, A DISTANCE OF 65.48 FEET ALONG THE WEST LINE OF PARCEL 3 AS SHOWN ON RECORD OF SURVEY #491 IN SHERIDAN COUNTY RECORDS; THENCE N 85°53'35" W, A DISTANCE OF 36.30 FEET ALONG THE SOUTH LINE OF SAID PARCEL 3 TO THE EAST LINE OF ROCKY HILLS 3RD SUBDIVISION;

THENCE N 47°47'51" E, A DISTANCE OF 185.74 FEET ALONG SAID EAST LINE; THENCE N 77°15'16" E, A DISTANCE OF 144.65 FEET ALONG SAID EAST LINE TO THE WEST LINE OF THE VACATED PORTION OF COUNTY ROAD NO. 139 (AKA PENO ROAD) AS SHOWN ON SAID RECORD OF SURVEY #491; THENCE N 00°26'09" W, A DISTANCE OF 27.35 FEET ALONG SAID WEST LINE OF SAID VACATED PORTION OF COUNTY ROAD TO THE SOUTH LINE OF SAID PARCEL 3; THENCE S 78°16'23" W, A DISTANCE OF 20.52 FEET ALONG SAID SOUTH LINE OF SAID PARCEL 3 TO THE EAST LINE OF SAID ROCKY HILLS 3RD SUBDIVISION; THENCE N 00°25'37" W, A DISTANCE OF 1478.27 FEET ALONG THE EAST LINES OF ROCKY HILLS 3RD SUBDIVISION AND ROCKY HILLS 2ND SUBDIVISION TO THE NORTHEAST CORNER OF SAID ROCKY HILLS 2ND SUBDIVISION; THENCE S 87°34'59" E, A DISTANCE OF 620.48 FEET ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE1/4SE1/4) OF SECTION 1 TO THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE1/4SE1/4); THENCE N 00°05'30" E, A DISTANCE OF 449.01 FEET ALONG THE WEST LINE OF SAID LOT 4 OF SECTION 6 TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 72.94 ACRES MORE OR LESS.