

WHEN RECORDED MAIL TO:

American General Financial Svcs.  
 4070 S. Poplar St.  
 Casper, WY 82601

[Space above This Line for Recording Data]

**LOAN MODIFICATION AGREEMENT**  
 (For Modifying Closed End Mortgage Loans)

This Loan Modification Agreement ("Agreement"), made and effective this 28 day of December, 2009, by and between Ralph A. Copenhagen & Karen K. Copenhagen, husband & wife ("Borrower") and American General Financial Services ("Lender"), modifies, amends, and supplements (to the extent this Agreement is inconsistent with their terms):  
 (1) the Mortgage, Deed of Trust, Deed to Secure Debt, or Security Deed ("Security Instrument"), and the Rider(s), if any, dated the 21 day of May, 2007, and recorded in Book or Liber 670, at page(s) 0201, of the Sheridan County Clerk Records of \_\_\_\_\_ and \_\_\_\_\_

(2) the Loan Agreement ("Note") to Lender, dated the 16 day of May, 2007, and secured by the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", in the original principal balance of U.S. \$ 423,178.00, located at:

66 Hanna Creek Road  
 Sheridan, WY 82801

(Property Address)

And, if this document is to be recorded, the real property is set forth:

See attached addendum

Terms not defined in this Agreement are as defined in the Note and/or Security Agreement.

As of the date of this Agreement, the amount of the principal balance payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 416,240.70, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.

In consideration of the mutual promises and agreements contained herein, Borrower and Lender (together the "Parties") agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. The interest rate on the Unpaid Principal Balance will begin to accrue as of the date of this Agreement at 5.00 %. **\*Assuming no additional sums are advanced under the Note and assuming that all monthly payments are made in full and on time, my payment schedule, including my monthly payments and interest rate, based on the current principal balance, will be:**

Months	Interest Rate	Interest Rate Change Date	Monthly* Payment	Payment Begins On
1 - 60	5.00 %	(Date of Agreement)	2,007.10	12/20/2009
61 - 352	7.99 %	12/20/2014	3102.15	12/20/2014

2. **Remaining Term:** If Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement on the maturity date ("Maturity Date"), those amounts will be immediately due and payable on the Maturity Date by the Borrower.

☒ If checked, the new Maturity Date is the 20 day of March, 2039.

3. **Place of Payment.** Borrower must continue to make the monthly payments in the manner and at such place as Lender may require.
4. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

5. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date of this Agreement:
  - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
  - (b) all terms and provisions of any adjustable rate rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

6. Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to

default in the making of the modified payments hereunder.

- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
- (d) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

Except where otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

In Witness Whereof, Lender and Borrower have executed this Agreement.

American General Financial Services

Name of Lender

*Ralph B. Copeland* 12-28-09  
Borrower (Seal)

By:

*[Signature]* 12-28-09  
Borrower

Witness Signature

Date

Witness Signature

Date

*Melinda Davis* 12/28/09 *Melinda Davis* 12/28/09  
Witness Signature Date Witness Signature Date

ADDENDUM

The land referred to in this commitment is situated in the State of Wyoming, County of Sheridan, and is described as follows:

Lot 2, Warren Subdivision, a subdivision in Sheridan County, Wyoming, as recorded in Drawer W, Plat number 35.

Also, a tract of land situated in the SW1/4NE1/4 of Section 8, T54N, R84W, of the 6th P.M., Sheridan County, Wyoming; more particularly described as follows: Beginning at a point which bears N76°34'55"E, a distance of 2790.02 feet from the West 1/4 Corner of said Section 8; thence N2°26'15"W, for a distance of 25.0 feet; thence S34°41'40"W, for a distance of 39.86 feet; thence N71°49'35"E, for a distance of 25.0 feet to the point of beginning.

EXCEPT, a tract of land being a portion of Lot 2, Warren Subdivision, Sheridan County, Wyoming; more particularly described as follows: Beginning at an angle point of said Lot 2 which bears N79°04'55"E, a distance of 2589.98 feet from the West 1/4 Corner of Section 8, T54N, R84W, 6th P.M., Sheridan County, Wyoming; thence along the westerly line of said Lot 2, N24°03'E, for a distance of 129.35 feet; thence N71°49'35"E, for a distance of 6.03 feet; thence S24°03'W, for a distance of 140.15 feet; thence N9°26'50"W, for a distance of 8.09 feet to the point of beginning.

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STATE OF WYOMING  
COUNTY OF NATRONA :SS

The foregoing instrument was acknowledged before me by RALPH A. COPENHAVER AND  
KAREN K COPENHAVER this 28 day of DECEMBER, 2009

Witness my hand and official seal.

My Commission Expires MAY 23, 2011

Melissa Davis  
(Signature of Notarial Officer)

(Title and Rank)

