



(Space Above This Line For Recording Data)

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 17th day of June, 2013, between Jan Allan Buyert, whose address is 743 East US Highway 14, Sheridan, Wyoming 82801, and Dona Mae Buyert, whose address is 743 East Highway 14, Sheridan, Wyoming 82801 ("Mortgagor"), and American State Bank whose address is 525 N Main Ave PO Box 140, Sioux Center, Iowa 51250 ("Lender").

American State Bank and Mortgagor entered into a Mortgage dated August 14, 2008 and recorded on December 5, 2008, in Book 722, Page 0181, records of County of Sheridan, State of Wyoming ("Mortgage"). The Mortgage covers the following described real property:

Address: 743 East Highway 14, Sheridan, Wyoming 82801

Legal Description: A tract of land situated in the W1/2 NW1/4 of Section 34, Township 55 North, Range 83 West, 6th P.M., Sheridan County, Wyoming, said tract being more particularly described as follows:

Beginning at the northwest corner of said Section 34; thence N88degrees41'04"E, 1312.12 feet along the north line of said Section 34 to a point, said point being the northeast corner of said W1/2 NW1/4; thence S00degrees56'19"E, 1279.42 feet along the east line of said W1/2 NW1/4 to a point, said point being the southeast corner of the NW1/4 NW1/4 of said Section 34; thence S00degrees56'19"E, 254.03 feet along the east line of the SW1/4 NW1/4 of said Section 34 to a point; thence S63degrees01'38"W, 635.08 feet to a point; said point lying on the centerline of U.S. Highway No.14; thence along said centerline through a curve to the left, having a radius of 1910.01 feet, a central angle of 10degrees39'02", and arc length of 355.05 feet, a chord bearing of N32degrees17'53"W, and a chord length of 354.53 feet to a point; thence N37degrees37'24"W, 590.20 feet along said centerline to a point; thence along said centerline through a curve to the right, having a radius of 1432.57 feet, a central angle of 18degrees02'32", an arc length of 451.11 feet, a chord bearing of N28degrees36'08"W, and a chord length of 449.25 feet to a point, said point lying on the west line of said Section 34; thence N00degrees33'14"W, 629.63 feet along said west line to the Point of Beginning.

It is the express intent of the Mortgagor and Lender to modify the terms and provisions set forth in the Mortgage. Mortgagor and Lender hereby agree to modify the Mortgage as follows:

- Increase the open-end feature from \$700,000 to \$1,175,000..

Mortgagor and Lender agree that the Mortgage including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Property. Nothing contained herein shall in any way impair the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Mortgage it being the intent of

Mortgagor and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Mortgage.

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Mortgage modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Mortgagor who signed the original Mortgage does not sign this Agreement, then all Mortgagors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

ORAL AGREEMENTS DISCLAIMER. IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. THE TERMS OF THIS AGREEMENT MAY BE CHANGED ONLY BY ANOTHER WRITTEN AGREEMENT.

By signing below, Mortgagor and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

Jan Allan Buyert
Individually

Date

Dona Mae Buyert
Individually

Date

Witnessed by:

Name:

Date

Name:

Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF

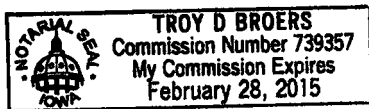
Iowa

COUNTY OF

Sion

This instrument was acknowledged by **Jan Allan Buyert**, and **Dona Mae Buyert**, before me on **June 17, 2013**. In witness whereof, I hereunto set my hand and, if applicable, my official seal.

My commission expires: **2/28/2015**



Troy Broers
739357

Identification Number

(Official Seal)



2013-705675 6/25/2013 10:53 AM PAGE:3 OF 3
BOOK: 864 PAGE: 422 FEES: \$14.00 SM MODIFICATION OF MO
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

LENDER: American State Bank

By: Troy Broers
Its: Vice President

Date

BUSINESS ACKNOWLEDGMENT

STATE OF IOWA)
COUNTY OF SIOUX)

This instrument was acknowledged on the 17th day of June, 2013, by Troy Broers, Vice President on behalf of American State Bank, a(n) , who personally appeared before me.

In witness whereof, I hereunto set my hand and, if applicable, official seal.

My commission expires: 5/8/2014



Kristen Oostra
Kristen Oostra
752664
Sioux County, IA
Identification Number [REDACTED]

(Official Seal)

THIS INSTRUMENT PREPARED BY:
American State Bank
525 N Main Ave, PO Box 140
Sioux Center, IA 51250

AFTER RECORDING RETURN TO:
Kristen Oostra- American State Bank
525 N. Main Ave, PO Box 140
SIOUX CENTER, IA 51250

NO. 2013-705675 MODIFICATION OF MORTGAGE
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
AMERICAN STATE BANK 525 N MAIN AVE
PO BOX 140 SIOUX CENTER IA 51250