

**2013-705837** 6/27/2013 1:51 PM PAGE: **1** OF BOOK: 864 PAGE: 711 FEES: \$14.00 SM MODIFICATION OF MO

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

Recording Requested By: WELLS FARGO BANK. NATIONAL ASSOCIATION Anthony Tarver 424 N. Main St 1<sup>st</sup> Floor Sheridan WY 82801-3904

And After Recording, Return To: WELLS FARGO BANK. NATIONAL ASSOCIATION BBSG-Boise Loan Ops LDI, P.O. Box 34656, San Antonio, TX 78265 Attn: Collateral Processing

## **MODIFICATION OF MORTGAGE**

This Modification of Mortgage (this "Modification") is entered into as of June 18, 2013, by and between David D Hamaker ("Mortgagor") located at P.O. Box 329, Sheridan, WY 82801-0329, and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Mortgagee") successor by merger to United Bancorporation of Wyoming, successor in interest to Sheridan State Bank, with an office located at 424 N. Main St 1st Flood, Sheridan WY 82801.

## **RECITALS**

This Modification is entered into upon the basis of the following facts and understandings of the parties:

- A. This Modification pertains to that certain Mortgage dated as of November 3, 2003, executed by Mortgagor to Mortgagee, and recorded on November 4, 2004, as Instrument (Serial) No. 459029, in Book (Reel) 546, at Page (Image) 421, of the Official Records of Sheridan County, Wyoming, as may have been modified from time to time ("Mortgage").
- The obligations secured by the Mortgage have been modified, or certain additional obligations have been or are to be incurred which are to be secured by the Mortgage, or other modifications to the Mortgage have become necessary, and Mortgager and Mortgagee have agreed to modify the Mortgage to accurately reflect the obligations as secured thereby or such other modifications.

NOW, THEREFORE, the parties hereto agree as follows:

- 1. The Mortgage is hereby modified to reflect that the maturity date for the Mortgage is extended to December 13, 2023.
- 2. The real property and the whole thereof described in the Mortgage shall remain subject to the lien, charge or encumbrance of the Mortgage and nothing herein contained or done pursuant hereto shall affect or be construed to affect the liens, charges or encumbrances of the Mortgage, or the priority thereof over other liens, charges or encumbrances, or to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of said promissory notes, loan or credit agreements, confirmation letters and disclosures, or other evidences of debt and/or the Mortgage.

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- 3. The Mortgage is hereby modified to include within the indebtedness and obligations secured by the Mortgage, the payment of all liability, whether liquidated or unliquidated, defined, contingent, conditional or of any other nature whatsoever, and performance of all other obligations, arising under any swap, derivative, foreign exchange or hedge transaction or arrangement (or other similar transaction or arrangement howsoever described or defined) at any time entered into with Mortgagee in connection with any promissory note, loan or credit agreement, confirmation letter and disclosure, or other evidence of debt, at any time secured by the Mortgage.
- 4. All terms and conditions of the Mortgage not expressly modified herein remain in full force and effect, without waiver or amendment. This Modification and the Mortgage shall be read together, as one document.

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be executed as of the day and year first above written.

MORTGAGEE:

MORTGAGOR:

WELLS FARGO BANK,

NATIONAL ASSOCIATION

By:

Anthony Tarver ANTHONY STREET

Title: Commercial Loan Officer

B.B.M.

David D Hamaker

By: Name: David D Hamaker

Title: Individual

BLAST Job ID 1354849408 Obligor 3575048726 Obligation 18 Processor Initials LJC

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## MORTGAGEE ACKNOWLEDGMENT

STATE OF WYOMING ) SS
COUNTY OF Sheridan
On this to day of the personally appeared the undersigned Notary Public, and known to me to be the personally appeared the personally appeared the personal
RENAE K. MORRIS NOTARY PUBLIC COUNTY OF STATE OF WYOMING WYOMING WYOMING WYOMING MY SHARLSHOP RES NOV. 14. 2013 My commission expires:  My SHARLSHOP BARES NOV. 14. 2013
INDIVIDUAL ACKNOWLEDGMENT
State of WYOMING WISCANSIN ) SS
County of Milwaukee ) SS
This instrument was acknowledged before me on $\frac{66 25 14 3}{25}$ (date) by David D Hamaker.
_ Doul B.
(Signature of Notarial Officer)  いるするなり Public
Title (e.g. Notary Public) OR Rank (Rank if officer in active military)
My Commission expires: 08/04/2013

