



2011-687979 5/10/2011 4:04 PM PAGE: 1 OF 4
BOOK: 798 PAGE: 231 FEES: \$17.00 DR MODIFICATION OF MO
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

Space Above This Line For Recording Data

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is April 28, 2011. The parties and their addresses are:

MORTGAGOR:

ANTHONY J KOST

Spouse of P. K. Kost
350 Bird Farm Road
Sheridan, WY 82801

P. K. KOST

Spouse of Anthony J Kost
350 Bird Farm Road
Sheridan, WY 82801

LENDER:

FIRST FEDERAL SAVINGS BANK

Organized and existing under the laws of the United States of America
46 West Brundage
Sheridan, WY 82801

1. **BACKGROUND.** Mortgagor and Lender entered into a security instrument dated April 28, 2006 and recorded on April 28, 2006 (Security Instrument). The Security Instrument was recorded in the records of Sheridan County, Wyoming at Book 631 of mortgages, Page 0300 as instrument 538812 and covered the following described Property:

SEE ATTACHED LEGAL DESCRIPTION

The property is located in Sheridan County at 350 Bird Farm Rd., 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:

Anthony J Kost
Wyoming Real Estate Modification
WY/4XXACRUMPO0000000000621040041511N

Wolters Kluwer Financial Services ©1996, 2011 Bankers Systems™

Initials *JSK*
Page 1

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. 01-770240-15, dated April 28, 2011, from Mortgagor to Lender, with a maximum credit limit of \$200,000.00 and maturing on April 20, 2021.


(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. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Modification will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32, or 35 of Regulation Z.

(c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

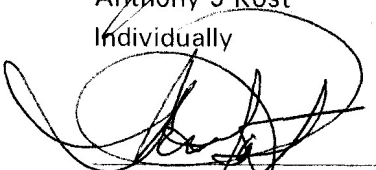
3. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

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:


Anthony J Kost

Individually


P. K. Kost

Individually

LENDER:

First Federal Savings Bank

By 

Sandy Sanderson, Consumer Loan Officer

State of California

County of Orange

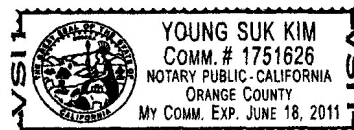
ss.

On 05/02/2011 before me, Young Suk Kim Notary Public,
personally appeared Anthony J. Kost

who proved to me on the basis satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

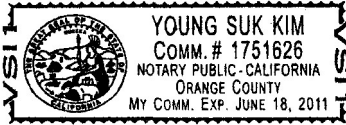
WITNESS my hand and official seal.



ACKNOWLEDGMENT.

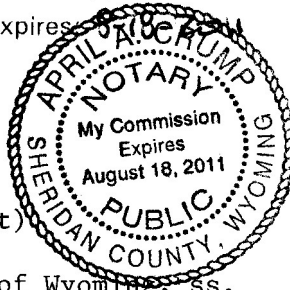
(Individual)

County OF Orange, State OF California ss.
This instrument was acknowledged before me this 5th day of May, 2011 by
Anthony J Kost, ~~spouse of P. K. Kost~~, and ~~P. K. Kost, spouse of Anthony J Kost~~ (only).
My commission expires: June 18, 2011 Young Suk Kim
(Notary Public)



(Lender Acknowledgment)

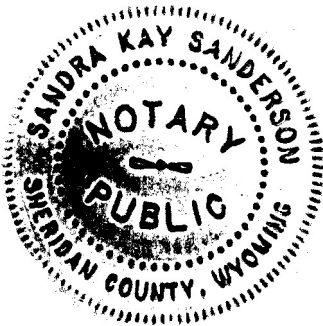
State OF Wyoming, County OF Sheridan ss.
This instrument was acknowledged before me this 9th day of May, 2011 by
Sandy Sanderson as Consumer Loan Officer of First Federal Savings Bank.
My commission expires: April 18, 2011
(Notary Public)



(Individual Acknowledgement)

County of Sheridan, State of Wyoming, ss.
This instrument was acknowledged before me this 9th day of May, 2011 by
P.K. Kost.

My commission Expires: 4-14-2013



Sandra Kay Sanderson
Notary Public



A tract of land situated in the Northwest Quarter (NW¼) of Section 14, Township 54 North, Range 84 West of the 6th P.M., Sheridan County, Wyoming, described as follows:

Beginning at a point in the center of the County Road, said point being South 74°12' West, a distance of 3802.8 feet from the Northeast corner of said Section 14; thence South 34°01' East 296 feet to a point in the center of said County Road; thence South 80°04' West 847.8 feet to a corner of the Bird Farm Tract, thence North 0°56' East, along the Easterly line of said Bird Farm Tract, a distance of 247.5 feet; thence North 77°47' East, a distance of 680.9 feet to the point of beginning.

And, a parcel of land conveyed by Burns Industries, Inc., in the instrument filed in Book 316 of Deeds on Page 34 as instrument number 999193 in January 5, 1988 in the office of the Sheridan County Clerk and described as follows: Beginning at a point on a fence line and the south line of a tract of land described in Book 138 of Deeds Page 54, said point being S78°46'31"W, 133.43 feet from the Northeast corner of Lot 1 of the Equestrian Hills Subdivision to the County of Sheridan, Wyoming; thence S78°46'31"W, 684.43 feet along said south line to the southwest corner of said tract, said point also being a fence corner; thence N82°33'40"E, 548.54 feet along a fence line to a point; thence N63°58'37"E, 141.79 feet along said fence line to the point of beginning.

EXCEPTING a tract of land conveyed to Burns Industries, Inc., recorded January 5, 1988 in Book 316, Page 31.



2011-687979 5/10/2011 4:04 PM PAGE: 4 OF 4
BOOK: 798 PAGE: 234 FEES: \$17.00 DR. MODIFICATION OF MO
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

NO. 2011-687979 MODIFICATION OF MORTGAGE
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
FIRST FEDERAL SAVINGS BANK 46 W BRUNDAGE
SHERIDAN WY 82801