

RECORDATION REQUESTED BY:

First Interstate Bank
Sheridan Sugarland Branch
1613 Coffeen Avenue
P. O. Box 6499
Sheridan, WY 82801-1899

WHEN RECORDED MAIL TO:

First Interstate Bank
Sheridan Sugarland Branch
1613 Coffeen Avenue
P. O. Box 6499
Sheridan, WY 82801-1899

FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated 05/04/2020, is made and executed between Eaton Brothers Incorporated, a Wyoming corporation (referred to below as "Grantor") and First Interstate Bank, whose address is 1613 Coffeen Avenue, P. O. Box 6499, Sheridan, WY 82801-1899 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 28, 2016 (the "Mortgage") which has been recorded in Sheridan County, State of Wyoming, as follows:

Recorded May 5, 2016 at the Sheridan County Clerks Office, Sheridan County, Wyoming, in Document Number 2016-726634 in Book 928, Page(s) 340 - 346.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Sheridan County, State of Wyoming:

Township 55 North, Range 86 West, 6th PM, Sheridan County, Wyoming:

Section 5: ALL

Section 9: NW1/4NE1/4, W1/2

Township 56 North, Range 86 West, 6th PM, Sheridan County, Wyoming

Section 28: W1/2

Section 29: ALL

Section 32: ALL

Section 35: W1/2NW1/4

The Real Property or its address is commonly known as 270 Eatons Ranch Road, Wolf, WY 82844.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

Extend the Maturity Date to May 1, 2021.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification 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.

ILLEGAL ACTIVITY/FORFEITURE. Grantor represents and warrants to Lender that: (a) No portion of the Property has been or will be purchased, improved, equipped or furnished with proceeds of any illegal activity (whether under local, state or federal law) and to the best of Borrower's knowledge, there are no illegal activities or activities relating to controlled substances at the Property (including, without limitation, any growing, distributing, processing, storing and/or dispensing of marijuana), and (b) There has not been and shall never be committed by Borrower or any other person in occupancy of or involved with the operation or use of the Property any act or omission affording the federal government or any state or local government the right of forfeiture as against the Property or any part thereof or any monies paid in performance of Borrower's obligations under this Agreement, the Note, the Security Instrument or the other Loan Documents. Borrower hereby covenants and agrees not to commit, permit or suffer to exist any act or omission affording such right of forfeiture. Borrower also hereby covenants and agrees that it shall not commit, permit or suffer to exist any illegal activities or activities relating to controlled substances at the Property (including, without limitation, any growing, distributing, processing, storing and/or dispensing of marijuana).

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED 05/04/2020.

GRANTOR:

EATON BROTHERS INC.

By: 
William T. Ferguson, Vice President of Eaton Brothers Inc.

By: 
Jeffrey E. Way, Secretary of Eaton Brothers Inc.

MODIFICATION OF MORTGAGE
(Continued)

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LENDER:



2020-758045 5/11/2020 11:39 AM PAGE: 2 OF 2
FEES: \$15.00 DO MODIFICATION OF MORTGAGE
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

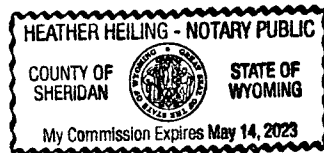
FIRST INTERSTATE BANK

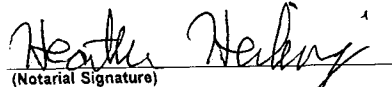
X 
Jay Martinson, Commercial Relationship Manager III

CORPORATE ACKNOWLEDGMENT

State of Wyoming
County of Sheridan

This instrument was acknowledged before me on May 4, 2020 (date) by William T. Ferguson, Vice President of Eaton Brothers Inc. and Jeffrey E. Way, Secretary of Eaton Brothers Inc..



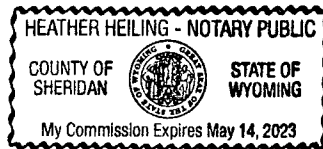

(Notarial Signature)

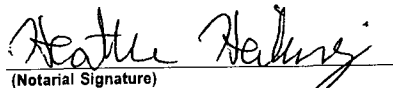
My commission expires: May 14, 2023

LENDER ACKNOWLEDGMENT

State of Wyoming
County of Sheridan

This instrument was acknowledged before me on May 4, 2020 (date) by Jay Martinson as Commercial Relationship Manager III of First Interstate Bank.




(Notarial Signature)

My commission expires: May 14, 2023