

**RECORDATION REQUESTED BY:**

First Interstate Bank  
Gillette Downtown Branch  
222 South Gillette Avenue  
P. O. Box 3004  
Gillette, WY 82717-3004



**WHEN RECORDED MAIL TO:**

First Interstate Bank  
Gillette Downtown Branch  
222 South Gillette Avenue  
P. O. Box 3004  
Gillette, WY 82717-3004

2021-770212 6/25/2021 10:33 AM PAGE: 1 OF 4  
FEES: \$21.00 PK MODIFICATION OF MORTGAGE  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

FOR RECORDER'S USE ONLY



**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated June 16, 2021, is made and executed between D & D Townsend Inc., whose address is 724 Main St, Dayton, WY 82836 (referred to below as "Grantor") and First Interstate Bank, whose address is 222 South Gillette Avenue, P. O. Box 3004, Gillette, WY 82717-3004 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated November 30, 2015 (the "Mortgage") which has been recorded in Sheridan County, State of Wyoming, as follows:

Recorded on November 30, 2015 as Document No. 2015-723609 in Sheridan County, Wyoming.

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

Lot 8, Mountain Inn Minor Subdivision in Sheridan County, Wyoming; recorded July 11, 2013 in Drawer M of Plats, Page 69

The Real Property or its address is commonly known as 810 Main Street, Dayton, WY 82836.

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

The Maturity Date is Extended to May 28, 2026.

**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 JUNE 16, 2021.**

**GRANTOR:**

D & D TOWNSEND INC.

By: Denise Townsend  
Denise Townsend, President of D & D Townsend Inc.

**LENDER:**

**FIRST INTERSTATE BANK**

X  
Brock Porch, Commercial Relationship Manager I

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GRANTOR:

D & D TOWNSEND INC.

By: Denise Townsend, President of D & D Townsend Inc.

LENDER:

FIRST INTERSTATE BANK

Black Petch, Commercial Relationship Manager I

MODIFICATION OF MORTGAGE  
(Continued)

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CORPORATE ACKNOWLEDGMENT

State of Wyoming

County of Sheridan

This instrument was acknowledged before me on June 18, 2021 (date) by Denise Townsend, President of D & D Townsend Inc..



Casie Mills  
(Notarial Signature)

My commission expires: September 20, 2022

LENDER ACKNOWLEDGMENT

State of \_\_\_\_\_

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ (date) by Brock Porch as Commercial Relationship Manager I of First Interstate Bank.

\_\_\_\_\_  
(Notarial Signature)

My commission expires: \_\_\_\_\_



MODIFICATION OF MORTGAGE  
(Continued)

Page 2

CORPORATE ACKNOWLEDGMENT

State of W

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ (date) by Denise Townsend, President of D & D Townsend Inc..

\_\_\_\_\_  
(Notarial Signature)

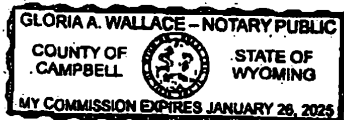
My commission expires: \_\_\_\_\_

LENDER ACKNOWLEDGMENT

State of WYOMING

County of CAMPBELL

This instrument was acknowledged before me on JUNE 18, 2021 (date) by Brock Porch as Commercial Relationship Manager i of First Interstate Bank.



Gloria A. Wallace  
(Notarial Signature)

My commission expires: JANUARY 26, 2025



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EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
COVIUS MORTGAGE SOLUTIONS DBA UPF 12410 E. MIREABEAU  
SPOKANE VALLEY WA 99216