

**RECORDATION REQUESTED BY:**

First Interstate Bank  
Sheridan Downtown Branch  
4 South Main Street  
P. O. Box 2007  
Sheridan, WY 82801-2007

**WHEN RECORDED MAIL TO:**

First Interstate Bank  
Sheridan Downtown Branch  
4 South Main Street  
P. O. Box 2007  
Sheridan, WY 82801-2007

FOR RECORDER'S USE ONLY



**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated August 05, 2020, is made and executed between Tran Properties, LLC, whose address is 632 Coffeen Avenue, Sheridan, WY 82801 (referred to below as "Grantor") and First Interstate Bank, whose address is 4 South Main Street, P. O. Box 2007, Sheridan, WY 82801-2007 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated May 31, 2019 (the "Mortgage") which has been recorded in Sheridan County, State of Wyoming, as follows:

Recorded with Sheridan County Clerk's office on June 06, 2019 Document Number 2019-750373 Book 1003 Page 788.

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

A tract of land situated in part of Lot 4, Block 11, Gillette's Second Addition to the Town, now City of Sheridan, Sheridan County, Wyoming, as well as in the N1/2NW1/4 of Section 35, Township 56 North, Range 84 West of the 6th P.M., Sheridan County, Wyoming, described as follows, to-wit:

Beginning at the Southeast corner of Block 11 of Gillette's Second Addition to the Town, now City of Sheridan, Sheridan County, Wyoming, said point lying on the Westerly line of Coffeen Avenue; thence S42°51'E, along the Westerly line of Coffeen Avenue, 140.9 feet to a point; thence N89°50'W, 168.44 feet to a point; thence North 102.8 feet to a point, said point being on the Southerly line of Block 11 of Gillette's Second Addition; thence East 13.1 feet along said Southerly line of Block 11 to a point; thence N56°49'E, 44.2 feet to a point on the Westerly line of Coffeen Avenue; thence along the Westerly line of Coffeen Avenue S42°51'E, 33.0 feet to the Southeast corner of Block 11 of Gillette's Second Addition, the point of beginning.

The Real Property or its address is commonly known as 632 Coffeen Ave, Sheridan, WY 828001.

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

Extended Maturity Date to August 05, 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.

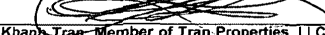
**ILLEGAL ACTIVITY/FORFEITURE.** Grantor represents and warrants to Lender that: (a) No portion of the Property has been or will be purchased, improved, equipped or furnished with proceeds of any illegal activity (whether under local, state or federal law) and to the best of Borrower's knowledge, there 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 AUGUST 05, 2020.**

**GRANTOR:**

TRAN PROPERTIES, LLC

By:   
Vivianne L. Tran, Member of Tran Properties, LLC

By:   
Khanh Tran, Member of Tran Properties, LLC

MODIFICATION OF MORTGAGE  
(Continued)

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LENDER:

FIRST INTERSTATE BANK

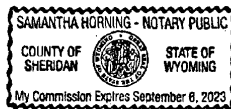
*Marlin L. Norling*  
Marlin L. Norling, Commercial Relationship Manager II

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of WY

County of Sheridan

This instrument was acknowledged before me on 8/12/2020 (date) by Vivianne L. Tran, Member of Tran Properties, LLC and Khanh Tran, Member of Tran Properties, LLC.



*S. Horning*  
(Notarial Signature)

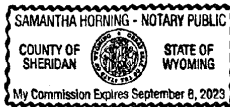
My commission expires: Sept. 16, 2023

LENDER ACKNOWLEDGMENT

State of WY

County of Sheridan

This instrument was acknowledged before me on 8/12/20 (date) by Marlin L. Norling as Commercial Relationship Manager II of First Interstate Bank.



*S. Horning*  
(Notarial Signature)

My commission expires: Sept. 16, 2023