

2020-758883 6/5/2020 8:30 AM PAGE: 1 OF 3 FEES: \$18.00 SM MODIFICATION OF MORTGAGE EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

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MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is June 2, 2020. The parties and their addresses are:

MORTGAGOR:

SIMCO ASSEMBLIES, LLC
A Wyoming Limited Liability Company
1095 Broadway St.
Sheridan, WY 82801

LENDER:

FIRST FEDERAL BANK & TRUST
Organized and existing under the laws of the United States of America
671 Illinois Street
Sheridan, WY 82801

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated April 7, 2016 and recorded on April 11, 2016 (Security Instrument). The Security Instrument was recorded in the records of Sheridan County, Wyoming at Book 926, Page 514, as Instrument number 2016-726053 and covered the following described Property:

Lot 5, First Choice Subdivision, a subdivision in Sheridan County, Wyoming recorded February 2, 2016 in Book F of Plats, Page 26 in the Office of the Sheridan County Clerk.

The property is located in Sheridan County at 1095 Broadway St., 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:

- 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:

SIMCO Construction, LLC
Wyoming Real Estate Modification
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- (a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, dated April 7, 2016, from SIMCO Construction, LLC (Borrower) to Lender, with a modified maximum credit limit of \$140,000.00 and maturing on May 20, 2021.
- (b) Future Advances. All future advances from Lender to SIMCO Construction, LLC under the Specific Debts executed by SIMCO Construction, LLC 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 SIMCO Construction, LLC 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.
- (c) All Debts. All present and future debts from SIMCO Construction, LLC to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Modification will not secure any other debt if Lender, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.
- (d) 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 under seal, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

(Seal)

MORTGAGOR:

SIMCO Assemblies, LLC

Max L. Simonson, Member

LENDER:

First Federal Bank & Trust

(Seal)

Déarcorn, Senior Vice President

Wolters Kluwer Financial Services ®1996, 2020 Bankers Systems™

ACKNOWLEDGMENT. County Of Shendon, State Of Wynning ss. This instrument was acknowledged before me this 2nd day of Max L. Simonson as Member of SIMCO Assemblies, LLC. My commission expires: \(-3-2023\) (Notary Public)	_, <u>2020</u> by
COUNTY OF STATE OF WYOMING My Commission Expires January 3, 2023	
(Lender Acknowledgment) Out of Shendom State of Uyomin ss. This instrument was acknowledged before me this Zhon day of DJ Dearcorn as Senior Vice President of First Federal Bank & Trust. My commission expires: \ -3 - 2023 (Notary Public)	, <u>2020</u> by
TRACY LARSEN - NOTARY PUBLIC COUNTY OF STATE OF	

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