

**2021-768934** 5/10/2021 11:05 AM PAGE: 1 OF 3 FEES: \$18.00 PK 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 May 7, 2021. 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 December 29, 2017 and recorded on January 9, 2018 (Security Instrument). The Security Instrument was recorded in the records of Sheridan County, Wyoming at Book 969, Page 659, as Instrument number 2018-739813 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 WY/4XXJKUKAL00000000002513026N

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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 maximum credit limit of \$140,000.00 and maturing on May 20, 2026.
- (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.

## **MORTGAGOR:**

SIMCO Assemblies, LLC

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Max L. Simonson, Member

(Seal)

(Seal)

LENDER:

First Federal Bank & Trust

DJ Dearcorn, Senior Vice President

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ACKNOWLEDGMEN I.
County of Shiridan, State of Wyoming ss.
This instrument was acknowledged before me this
Max L. Simonson as Member of SIMCO Assemblies, LLC.
My commission expires:
J. KUKAL - NOTARY PUBLIC  COUNTY OF STATE OF WYOMING  MY COMMISSION EXPIRES AUGUST 30, 2024  (Notary Public)
(Lender Acknowledgment)

J. KUKAL - NOTARY PUBLIC

COUNTY OF SHERIDAN

MY COMMISSION EXPIRES AUGUST 30, 2024

DJ Dearcorn as Senior Vice President of First Federal Bank & Trust

This instrument was acknowledged before me this

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