

**RECORDATION REQUESTED BY:**

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



2018-741164 3/23/2018 1:20 PM PAGE: 1 OF 3  
BOOK: 974 PAGE: 236 FEES: \$18.00 HM MODIFICATION OF MO  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

**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 03/16/2018, is made and executed between Livery Stable, LLC, a Wyoming limited liability company (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 November 9, 2012 (the "Mortgage") which has been recorded in Sheridan County, State of Wyoming, as follows:

Recorded 11/13/2012, Book 846, Page 483 at Sheridan County.

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

Lots 14 and 16 and the South 27 feet of Lot 12, all in Block 10, Town of Big Horn, Sheridan County, Wyoming. ALSO the North Twenty (20) feet of First Street adjacent to Lot 16, Block 10, Town of Big Horn, Sheridan County, Wyoming.

The Real Property or its address is commonly known as 158 Johnson St, Big Horn, WY 82833.

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

Lender and Grantor hereby modify the Mortgage/Deed as follows: Extend maturity date to March 16, 2023.

**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 medical or recreational marijuana). (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 medical or recreational 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 03/16/2018.**

**GRANTOR:**

**LIVERY STABLE, LLC**

By: George Fletcher  
George Fletcher, Member & Guarantor of Livery Stable, LLC

By: Herman Ter Haar  
Herman Ter Haar, Member & Guarantor of Livery Stable, LLC

**LENDER:**

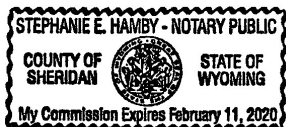
**FIRST INTERSTATE BANK**

John Dick  
John Dick, Commercial Loan Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of Wyoming  
County of Sheridan

This instrument was acknowledged before me on 3.21.18 (date) by George Fletcher, Member & Guarantor of Livery Stable, LLC and Herman Ter Haar, Member & Guarantor of Livery Stable, LLC.



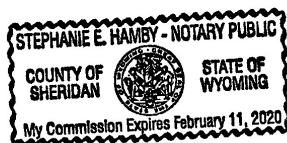
Stephanie Hamby  
(Notarial Signature)

My commission expires: Feb 11, 2020

LENDER ACKNOWLEDGMENT

State of Wyoming  
County of Sheridan

This instrument was acknowledged before me on 3.21.18 (date) by John Dicks  
Commercial loan officer



Stephanie Hamby  
(Notarial Signature)

My commission expires: Feb 11, 2020



2018-741164 3/23/2018 1:20 PM PAGE: 3 OF 3  
BOOK: 974 PAGE: 238 FEES: \$18.00 HM MODIFICATION OF MO  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

Page 3

## LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of Florida

County of Charlotte

This instrument was acknowledged before me on March 20, 2018 (date) by George Fletcher, Member & Guarantor of Livery Stable, LLC and Herman Tor Haar, Member & Guarantor of Livery Stable, LLC.



Carina P. Connolly  
(Notarial Signature)

My commission expires: July 14 2019

**NO. 2018-741164 MODIFICATION OF MORTGAGE**  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
FIB OF SHERIDAN PO BOX 2007  
SHERIDAN WY 82801