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BOOK: 847 PAGE: 704 FEES: \$14.00 SM MODIFICATION OF MO

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 November 23, 2012. The parties and their addresses are:

MORTGAGOR:

JOHN A SMALL

855 West Burkitt Sheridan, WY 82801

LENDER:

FIRST FEDERAL SAVINGS BANK

Organized and existing under the laws of the United States of America

46 W. Brundage St.

Sheridan, WY 82801

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated October 2, 2009 and recorded on October 2, 2009 (Security Instrument). The Security Instrument was recorded in the records of Sheridan County, Wyoming at Book 753, Page 0544 as instrument number 653024 and covered the following described Property:

Lots numbered one (1) and three (3) in Block six (6) of the corrected plat of Grinnell Addition to the Town, now City of Sheridan, Sheridan County, Wyoming

The property is located in Sheridan County at 240 North Broadway, 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. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

- (a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, dated November 23, 2012, from Mortgagor to Lender, with a modified loan amount of \$184,330.24 and maturing on November 1, 2015.
- (b) All Debts. All present and future debts from Mortgagor 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. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. 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 fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32, or 35 of Regulation Z.
- (c) 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, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

MORTGAGOR:

John A Small

Individually

John A Small

Wyoming Real Estate Modification

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EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

ACKNOWLEDGMENT.

State OF <u>Undersing</u>, <u>County</u> OF <u>Shind</u>
This instrument was acknowledged before me this <u>330</u> day of

John A Small.

My commission expires: 97705



2012-701108

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NO. 2012-701108 MODIFICATION OF MORTGAGE EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK FIRST FEDERAL SAVINGS BANK 46 W BRUNDAGE