



2019-752283 8/30/2019 2:09 PM PAGE: 1 OF 4
BOOK: 1010 PAGE: 742 FEES: \$21.00 SM MODIFICATION OF M
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

RECORD & RETURN TO
LIEN SOLUTIONS
P.O. BOX 28071
Glendale, CA 91209-8071
71220603-WY33-Sheridan

5909

(Space Above This Line For Recorder's Use)

MODIFICATION AGREEMENT (Mortgage)

This Modification Agreement (Mortgage) ("Modification Agreement") is made as of July 23, 2019, by Charles Fredrick Guschewsky Living Trust ("Mortgagor") and Bank of America, N.A. ("Mortgagee").

Factual Background

A. Mortgagor executed a certain Mortgage, Assignment of Rent, Security Agreement and Fixture Filing (the "Mortgage") for the benefit of Mortgagee, dated February 5, 2014, and recorded on February 5, 2014, as Instrument Number 2014-710351, Book 878 Page 79, Official Records of Sheridan County, State of Wyoming. The Mortgage encumbers the real property described in Exhibit "A" attached hereto and incorporated herein.

B. Mortgagor and Mortgagee desire to amend the Mortgage as set forth below.

Agreement

Therefore, Mortgagor and Mortgagee agree as follows:

1. All capitalized terms not otherwise defined herein shall have the meanings given to them in the Mortgage.

2. The Debt Instrument secured by the Mortgage has changed or has been modified. Accordingly, Paragraph 2.1(a) of the Mortgage which describes the Debt Instrument is hereby modified to read as follows in its entirety:

(a) Payment of all obligations of Charles F. Guschewsky ("Obligor") to Mortgagee arising under the instrument(s) or agreement(s) described below (collectively, the "Debt Instrument"):

(i) a certain Loan Agreement between Obligor and Mortgagee, dated as of February 5, 2014, and amended as of July 23, 2019, which provides for extensions of credit in a principal amount not exceeding One Million Five Hundred Ninety-Two Thousand Five Hundred Dollars and Seven Cents (\$1,592,500.07).

(ii) This Mortgage also secures payment of all obligations of Obligor under the Debt Instrument which arise after the Debt Instrument is extended, renewed, modified or amended pursuant to any written agreement between Obligor and Mortgagee, and all



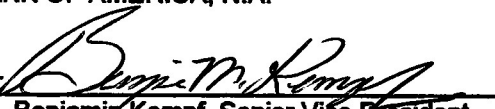
3. Paragraph 2.3 of the Mortgage is amended in its entirety as follows:

2.3 Maximum Amount Secured; Maturity Date. The maximum principal amount secured by the lien of this Mortgage is \$1,592,500.07, plus interest and expenses as provided in this Mortgage and the Debt Instrument. Advances made after the date of this Mortgage by the Mortgagee are required and are mandatory, not optional, as and to the extent provided in the Debt Instrument, and are intended to retain a lien priority as if they were made on the date this Mortgage is recorded. The final maturity date of the Secured Obligations is June 15, 2026.


4. Except as provided in this Modification Agreement, the terms of the Mortgage remain in full force and effect.

IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Modification Agreement as of the date first above written.

BANK OF AMERICA, N.A.

By: 
Benjamin Kempf, Senior Vice President

Charles Fredrick Guschewsky Living Trust

By: 
Guschewsky, Charles F, Trustee of the Charles Fredrick Guschewsky Living Trust under agreement dated August 16, 2000, as amended and restated in its entirety under agreement dated April 5, 2010



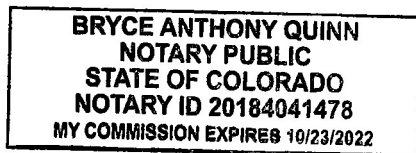
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 EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

ACKNOWLEDGMENT

[Individual Acknowledgment:]

State of Colorado BAQ
 Wyoming
 County of Arapahoe

This instrument was acknowledged before me on July 29th, 2019 by
Benjamin Kempf
 Name of Person

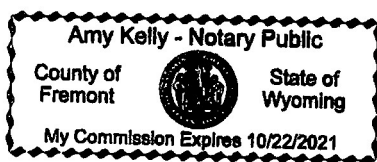


Bryce A. Quinn
 Signature of Notarial Officer (Seal, if any)
Notary Public Colorado
 Title
 My commission expires: 10/23/2022

[Representative Capacity Acknowledgment:]¹

State of Wyoming
 County of Fremont

This instrument was acknowledged before me on July 30, 2019 by
Charles Huschensky as Trustee of
Charles Huschensky Living Trust
 Name of Person Type of Authority, e.g., officer, trustee, etc.
 Name of Party on Behalf of Whom the Instrument was Executed



Amy Kelly
 Signature of Notarial Officer (Seal, if any)
Notary Public
 Title
 My commission expires: 10.22.21

¹ Add the following statement at the end of the certificate if the corporation or other entity does not have a corporate seal and it is not affixed to the instrument: "The party on behalf of whom the instrument was executed does not have a corporate seal."



Exhibit A

A tract of land situated in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 35, Township 56 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming, described as follows:

Beginning at a point in the West right of way line of Highway #87, which point is 596.28 feet North and 33 feet West of the Southeast corner of the SW $\frac{1}{4}$ of said Section 35, thence West 660 feet to a point, thence North 536.32 feet to a point, thence East a distance of 660 feet to a point 33 feet West of the center line of said Section 35, and thence South 536.28 feet to the point of the beginning.