
Space Above This Line For Recording Data

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is December 23, 2009. The parties and their addresses are:

MORTGAGOR:

JAMES M LEGERSKI
Spouse of Chandra L Legerski
385 Big Goose Road
Sheridan, WY 82801

CHANDRA L LEGERSKI
Spouse of James M Legerski
385 Big Goose Road
Sheridan, WY 82801

LENDER:

FIRST FEDERAL SAVINGS BANK
Organized and existing under the laws of Wyoming
46 West Brundage
Sheridan, WY 82801

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated JUNE 25, 2008 and recorded on JULY 3, 2008 (Security Instrument). The Security Instrument was recorded in the records of Sheridan County, Wyoming at BOOK 711 OF MORTGAGES AT PAGE 0402 AS INSTRUMENT NO. 614589 and covered the following described Property:

SEE ATTACHED LEGAL DESCRIPTION

The property is located in Sheridan County at 385 BIG GOOSE ROAD, 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:

James M Legerski
Wyoming Real Estate Modification
WY/4XXDMALLI0000000000235017122209N

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Initials *JM*
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A. Maximum Obligation Limit. The maximum obligation provision of the Security Instrument is modified to read:

(1) Maximum Obligation Limit. The total principal amount secured by this Security Instrument at any one time will not exceed \$25,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

B. 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:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 01-770283-15, dated June 30, 2008, from Mortgagor to Lender, with a maximum credit limit of \$25,000.00, with an initial interest rate of 4.250 percent per year (this is a variable interest rate and may change as the promissory note prescribes) and maturing on June 20, 2015.

(b) Future Advances. All future advances from Lender to Mortgagor under the Specific Debts executed by Mortgagor 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 Mortgagor 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. 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 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) 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.

(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, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

MORTGAGOR:

[Signature]
James M Legerski
Individually

[Signature]
Chandra L Legerski
Individually

LENDER:

First Federal Savings Bank

By [Signature]
~~Sandy Sanderson~~, Consumer Loan Officer
Donna Kinnaird

ACKNOWLEDGMENT.

(Individual)

State Wyoming OF Wyoming State Wyoming OF Wyoming ss.
This instrument was acknowledged before me this 23 day of December 2009 by
James M Legerski, spouse of Chandra L Legerski, and Chandra L Legerski, spouse of James M Legerski.

My commission expires:

7-14-10 [Signature]
(Notary Public)



(Lender Acknowledgment)

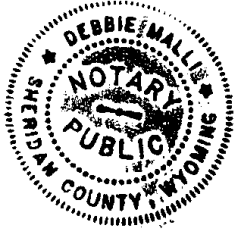
State Wyoming County Sheridan OF Sheridan ss.

This instrument was acknowledged before me this 23 day of December, 2009 by ~~Sandy Sanderson~~ as Consumer Loan Officer of First Federal Savings Bank.

Donna King My commission expires:

7-14-10

Debbie Malli
(Notary Public)



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LEGAL DESCRIPTION
2.000 ACRE TRACT and ACCOMPANYING ACCESS EASEMENT

2.000 ACRE TRACT

A tract of land located in the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 31, Township 56 North, Range 84 West, of the Sixth Principal Meridian, Sheridan County, Wyoming, being more particularly described as follows:

Beginning at a point located N 66°43'11"E, 2128.46 feet from the Southwest Corner of said Section 31, said point also being the easternmost property corner of a tract of land referred to as "Tract A" as shown on County Lot Division, Permit # 6-93, as filed with the Office of the Sheridan County Clerk in Drawer A, Plat Number 91; thence N 52°50'53"E, 258.44 feet; thence S 29°04'30"E, 521.36 feet; thence N 86°17'13"W, 151.70 feet; thence N 46°44'39"W, 422.84 feet to the point of beginning, said tract containing 2.000 acres, more or less.

ACCESS EASEMENT

A thirty-foot (30.00') wide easement for purposes of ingress and egress located in the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 31, Township 56 North, Range 84 West, of the Sixth Principal Meridian, Sheridan County, Wyoming, being lying 15 feet on each side of the following described centerline:

Beginning at a point on the north right of way line of State Highway No. 331, said point being located N 74°17'02"E, 1755.04 feet from the Southwest Corner of said Section 31; thence N 8°21'16"W, 65.31 feet; thence N 19°48'14"E, 54.16 feet; thence N 62°05'44"E, 49.90 feet; thence N 79°41'39"E, 48.99 feet; thence N 89°10'29"E, 37.65 feet; thence S 87°26'41"E, 27.34 feet; thence S 89°40'24"E, 54.53 feet; thence S 86°35'43"E, 47.32 feet; thence S 78°28'30"E, 42.31 feet; thence S 73°56'13"E, 29.16 feet; thence S 78°38'35"E, 75.81 feet; thence N 68°59'49"E, 37.26 feet; thence N 17°01'09"E, 27.09 feet; thence N 23°39'09"W, 29.77 feet; thence N 46°44'39"W, 260.11 feet parallel to and 15 feet southwesterly of the southwesterly line of the above-described 2.000 acre tract to a point on the southeasterly line of a tract of land referred to as "Tract A" as shown on County Lot Division, Permit # 6-93, lengthening or shortening the side lines of said easement to intersect the north right of way line of State Highway No. 331.