Recording Requested By:
WELLS FARGO BANK,
NATIONAL ASSOCIATION
424 N Main St., 1st Floor
Sheridan, WY 82801

And After Recording, Return To:
WELLS FARGO BANK,
NATIONAL ASSOCIATION
BBOCS Business Lending Loan
Operations LDI, P.O. Box 65119,
San Antonio, TX 78265

2020-758755 6/2/2020 11:12 AM PAGE: 1 OF 6
FEES: $27.00 PK MODIFICATION OF MORTGAGE
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

MODIFICATION OF MORTGAGE

This Modification of Mortgage (this "Modification") is entered into as of April 16, 2020, by and between Hillside Apartments, LLC, a Wyoming limited liability company ("Mortgagor") located at 797 Marion Ct, Unit 5, Sheridan, WY 82801, and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Mortgagee"), with an office located at 424 N Main St., 1st Floor, Sheridan, WY 82801.

<u>RECITALS</u>

This Modification is entered into upon the basis of the following facts and understandings of the parties:

A. This Modification pertains to that certain Mortgage dated as of November 1, 2013, executed by Mortgagor, to Mortgagee, and recorded on November 1, 2013, as Instrument (Serial) No. 2013-708714, in Book (Reel) 873, at Page (Image) 633, of the Official Records of Sheridan County, Wyoming, as may have been modified from time to time ("Mortgage").

B. The obligations secured by the Mortgage have been modified, or certain additional obligations have been or are to be incurred which are to be secured by the Mortgage, or other modifications to the Mortgage have become necessary, and Mortgagor and Mortgagee have agreed to modify the Mortgage to accurately reflect the obligations as secured thereby or such other modifications.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Mortgage is hereby modified to include within the indebtedness and obligations secured by the Mortgage, the payment to Mortgagee of all indebtedness and performance of all obligations evidenced by and arising under that promissory note, loan or credit agreement, confirmation letter and disclosure, or other evidence of debt, dated as of April 16, 2020, evidencing indebtedness of Hillside Apartments, LLC to Mortgagee in the principal amount of $829,000.00 (which represents the refinancing of that certain promissory note, loan or credit agreement, confirmation letter and disclosure, or other evidence of debt, dated

DTP485

as of November 1, 2013, and secured by the Mortgage), together with interest thereon, and any such indebtedness or other obligations incurred under or in connection with the credit accommodation evidenced, even if not specifically referenced therein.

2. The Mortgage is hereby modified to reflect that the maturity date for the Mortgage is extended to April 15, 2030.

3. **Mortgage Supplemental Provisions.** The Mortgage is hereby amended and modified by adding the following Supplemental Provisions:

   Supplemental Provisions Regarding Secured Obligations, Cross-Collateralization, and Personal Property Collateral. Notwithstanding anything to the contrary in the Mortgage, any cross-collateralization provision and any other provisions contained therein expanding the scope of the secured obligations beyond the Note, any related "swap agreements" (as defined in 11 U.S.C. Section 101), and obligations to protect and preserve collateral, shall have no force or effect.

   Additionally, notwithstanding anything to the contrary in the Mortgage, if at any time the Mortgage grants liens or security interests upon collateral consisting of a building or mobile home as defined in the National Flood Insurance Act (as amended) and its implementing regulations (collectively, the "Act") located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area which requires flood insurance pursuant to the terms of the Act (a "Covered Structure"), then while it is subject to such designation, any lien or security interest granted in the Mortgage upon personal property shall not include any items of personal property located in such Covered Structure unless all applicable requirements of the Act, if any, have been satisfied with respect to such items of personal property.

4. The real property and the whole thereof described in the Mortgage shall remain subject to the lien, charge or encumbrance of the Mortgage and nothing herein contained or done pursuant hereto shall affect or be construed to affect the liens, charges or encumbrances of the Mortgage, or the priority thereof over other liens, charges or encumbrances, or to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of said promissory notes, loan or credit agreements, confirmation letters and disclosures, or other evidences of debt and/or the Mortgage.

5. All terms and conditions of the Mortgage not expressly modified herein remain in full force and effect, without waiver or amendment. This Modification and the Mortgage shall be read together, as one document.

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IN WITNESS WHEREOF, the parties hereto have caused this Modification to be executed as of the day and year first above written.

MORTGAGEE:

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: ______________________
Anthony Tarver
Title: Vice-President

MORTGAGOR:

Hillside Apartments, LLC

By: Marcia C. Westkott Revocable Trust Agreement dated June 5, 2012, Member

By: ______________________
Name: Marcia Kathleen Westkott
Title: Trustee

By: ______________________
Name: Matthew Leslie Westkott
Title: Member

By: ______________________
Name: Heather Elizabeth Westkott
Title: Member

BLAST Job ID - 1158064186
Obligor - 7828840854-18

Processor Initials – ESO/POD 11

MORTGAGEE ACKNOWLEDGMENT

State of WYOMING)
) SS
County of Sheridan)

On this 17 day of April, 2020, before me, the undersigned Notary Public, personally appeared **Anthony Tarver** and known to me to be the **Vice President,** authorized agent for the Wells Fargo Bank, National Association, a national banking association, that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said national banking association, duly authorized by the national banking association through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument.

Renae K Morris
(Signature of Notarial Officer)

SEAL

Notary Public
Title (e.g. Notary Public) OR Rank (if officer on active duty in military)

My Commission expires: Nov 14, 2021

RENAE K. MORRIS NOTARY PUBLIC
COUNTY OF SHERIDAN STATE OF WYOMING
MY COMMISSION EXPIRES NOV. 14, 2021

TRUST ACKNOWLEDGMENT

State of WYOMING)
) SS
County of Sheridan)

This instrument was acknowledged before me on 4-17-20 (date) by **Marcia Kathleen Westkott**, as **Trustee** of **Marcia C. Westkott Revocable Trust Agreement dated June 5, 2012.**

Renae K Morris
(Signature of Notarial Officer)

SEAL

Notary Public
Title (e.g. Notary Public) OR Rank (if officer on active duty in military)

RENAE K. MORRIS NOTARY PUBLIC
COUNTY OF SHERIDAN STATE OF WYOMING
MY COMMISSION EXPIRES NOV. 14, 2021

My Commission expires: Nov 14, 2021

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of WYOMING)
) SS
County of Sheridan)

This instrument was acknowledged before me on 4-17-20 (date) by **Matthew Leslie Westkott**, as **Member of Hillside Apartments, LLC**.

Renae K Morris
(Signature of Notarial Officer)

SEAL

Notary Public
Title (e.g. Notary Public) OR Rank (if officer on active duty in military)

RENAE K. MORRIS NOTARY PUBLIC
COUNTY OF SHERIDAN STATE OF WYOMING
MY COMMISSION EXPIRES NOV. 14, 2021

My Commission expires: Nov 14, 2021

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of WYOMING)
) SS
County of Sheridan)

This instrument was acknowledged before me on 4-17-20 (date) by **Heather Elizabeth Westkott**, as **Member of Hillside Apartments, LLC.**

Renae K Morris
(Signature of Notarial Officer)

SEAL

Notary Public
Title (e.g. Notary Public) OR Rank (if officer on active duty in military)

RENAE K. MORRIS NOTARY PUBLIC
COUNTY OF SHERIDAN STATE OF WYOMING
MY COMMISSION EXPIRES NOV. 14, 2021

My Commission expires: Nov 14, 2021

NO. 2020-758755 MODIFICATION OF MORTGAGE
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
WELLS FARGO BANK, NA PO BOX 659713
SAN ANTONIO TX 78265