

2022-781932 10/11/2022 1:23 PM PAGE: 1 OF 3 FEES: \$18.00 PK MODIFICATION OF MORTGAGE EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

Space Above This Line For Recording Data

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is October 4, 2022. The parties and their addresses are:

MORTGAGOR:

PAMELA S GIESEY WIFE 1620 WEEPING WILLOW LN SHERIDAN, WY 82801-0000

RANDALL R GIESEY HUSBAND 1620 WEEPING WILLOW LN SHERIDAN, WY 82801-0000

LENDER:

FIRST NORTHERN BANK OF WYOMING

Organized and existing under the laws of Wyoming 29 N. Gould Street Sheridan, WY 82801

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated 09/10/2021 and recorded on 09/20/2021 (Security Instrument). The Security Instrument was recorded in the records of SHERIDAN County, Wyoming at 2021-772539 and covered the following described Property:

A tract of land located within the Southeast Quarter of the Southwest Quarter (SE4SW4), Section 32, 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 N72°15'21"W, 4160.38 feet from the Southeast corner of said Section 32; thence N85°43'47"E, 635.65 feet to a point on a fence line; thence continuing along said fence line S04°20'20"E, 342.82 feet; thence S85°43'47"W, 634.95 feet; thence N04°27'24"W, 342.82 feet to the point of beginning.

The property is located in SHERIDAN County at 1620 WEEPING WILLOW LANE, 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 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 renewal note or other agreement, No. 371005468, dated October 4, 2022, from RANDY GIESEY CONSTRUCTION LLC (Borrower) to



2022-781932 10/11/2022 1:23 PM PAGE: 2 OF 3 FEES: \$18.00 PK MODIFICATION OF MORTGAGE EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

Lender, with a maximum credit limit of \$125,000.00 and maturing on September 15, 2025

(b) Future Advances. All future advances from Lender to RANDY GIESEY CONSTRUCTION LLC under the Specific Debts executed by RANDY GIESEY CONSTRUCTION LLC 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 RANDY GIESEY CONSTRUCTION LLC 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.

(c) All Debts. All present and future debts from RANDY GIESEY CONSTRUCTION LLC 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. 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, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.

- (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:

11 11 1

ANDALL R GIESEY

Date 10/4/2023

2022-781932 10/11/2022 1:23 PM PAGE: 3 OF 3 FEES: \$18.00 PK MODIFICATION OF MORTGAGE EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

LENDER:
FIRST NORTHERN BANK OF WYOMING
By
ACKNOWLEDGMENT.
State OF Wyoming, County OF Sheridan ss.
This instrument was acknowledged before me this 4 th day of (1) (Ato Green 1), 2022 by PAMELA S GIESEY, WIFE, and RANDALL R GIESEY, HUSBAND.
My commission expires: (Notary Public)
MELANIE J. JACOBS NOTARY PUBLIC COUNTY OF STATE OF SHERIDAN WYOMING WYOMING WYOMINSSION EXPIRES FEBRUARY 15. 2023
(Lender Acknowledgment)
State OF Wyrming, County OF Sheridan ss. This instrument was acknowledged before me this 4th day of Catober, 2022 by CHRISTOPHER HERBST as RELATIONSHIP MANAGER of FIRST NORTHERN BANK OF WYOMING.
My commission expires: (Notary Public)
MELANIE J. JACOBS NOTARY PUBLICY COUNTY OF STATE OF WYOMING WYOMING
(MY COMMISSION EXPIRES FEBRUARY 15. 2023)