



[Space Above This Line For Recording Data]

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"). Made this 26 day of April 2011 between **TROY C THOMPSON** ("Borrower") and **Bank of the West** ("Lender"). amends and supplements (1) the Mortgage Deed of Trust or Deed to Secure Debt (the "Security Instrument") dated **05/30/2008** and recorded in

BOOK 708 PAGE 0173

[Name of Records]

Official Records of SHERIDAN

[County and State or other Jurisdiction]

and (2) the Note bearing the same date as and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

1605 HOLLOWAY AVE, SHERIDAN, WY 82801

[Property Address]

the real property described being set forth as follows:

LOTS 1 AND 2, BLOCK 26, DOWNER'S ADDITION TO THE CITY OF SHERIDAN, SHERIDAN COUNTY, WYOMING.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of May 1, 2011, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$two hundred ten thousand five hundred seventy-seven and 89/100 (\$210,577.89)**, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.000% from May 1, 2011.
3. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,005.33 beginning on the 1 day of June 2011 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on May 1, 2041 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date. The Borrower will make such payments at..... **P.O. Box 4000, Alameda, CA 94501-0400**..... or at such other place as the Lender may require.
4. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

5. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument: however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:



6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

BORROWER(S)

TROY C THOMPSON

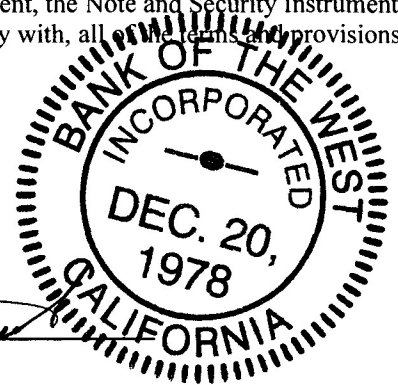
Date: 4-13-11

Date: _____

LENDER

BANK OF THE WEST

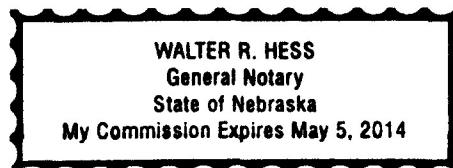
By: John A. Matuszeski
John A. Matuszeski
Vice President
Manager of Mortgage Servicing
Date: 5/24/11



[Space Below This Line For Acknowledgments]

State of Nebraska
County of Douglas

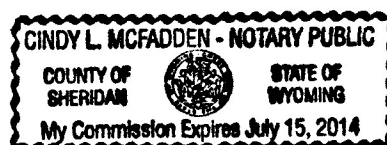
Before me, a notary public in and for said county, personally appeared John A. Matuszeski, known to me to be the person who, as Vice President of Bank of the West, a Federal Savings Bank, which executed the foregoing instrument signed the same, and that he did so sign said instrument in the name and upon behalf of said corporation as such officer; that the same is his free act and deed as such authorized thereunto by its board of directors; and that the seal affixed to said instrument is the corporate seal of said corporation. In testimony whereof, I have hereunto subscribed my name, and affixed my official seal, this 24 day of 2011. *May*



Walter R. Hess
Notary Public

State of Wyoming
County of Sheridan

In Sheridan County, on the 13th day of May 2011, before me personally appeared **TROY C THOMPSON** to me know and known by me to be the party (or parties) executing the foregoing instrument, and (he and/or she) they acknowledged said instrument by him and or her executed to be their free act and deed.



Cindy L. McFadden
Notary Public

This document prepared by:
Walter Hess
Bank of the West
13505 California St
NE-BBP-02-I
Omaha, NE 68154