

RECORDATION REQUESTED BY:

First Interstate Bank
Sheridan Sugarland Branch
1613 Coffeen Avenue
P. O. Box 6499
Sheridan, WY 82801-1899



2023-786338 6/29/2023 8:17 AM PAGE: 1 OF 2
FEES: \$15.00 PK MODIFICATION OF MORTGAGE
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

WHEN RECORDED MAIL TO:

First Interstate Bank
Sheridan Sugarland Branch
1613 Coffeen Avenue
P. O. Box 6499
Sheridan, WY 82801-1899

FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 28, 2023, is made and executed between Olive Acres, LLC, a Wyoming limited liability company, whose address is 4 Deer Haven Dr, Sheridan, WY 82801 (referred to below as "Grantor") and First Interstate Bank, whose address is 1613 Coffeen Avenue, P. O. Box 6499, Sheridan, WY 82801-1899 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 19, 2014 (the "Mortgage") which has been recorded in Sheridan County, State of Wyoming, as follows:

Recorded September 29, 2014 at the Sheridan County Clerks Office, Sheridan County, Wyoming, in Instrument Number 2014-714937 Book 891, Page(s) 483-489.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Sheridan County, State of Wyoming:

A survey of a tract of land in the NE1/4NE1/4 of Section 11 and the NW1/4NW1/4 of Section 12, Township 55 North, Range 84 West of the 6th Principal Meridian, more particularly described as follows:

Commencing at the Northwest corner of section 12; thence S75°41'14"E for a distance of 1381.32 feet, to the POINT OF BEGINNING; thence S01°35'36"E for a distance of 1242.57 feet; thence S 88°24'24"W for a distance of 1810.86 feet, to a point on the east right-of-way line of Interstate 90; thence along said east right-of-way along a non-tangent curve to the right with a central angle of 14°03'52", a radius of 5529.58 feet, an arc length of 1357.36 feet and a chord bearing N14°44'11"W for a distance of 1353.95 feet; thence leaving said right-of-way, S89°32'09"E for a distance of 2120.09 feet, to the POINT OF BEGINNING.

EXCEPTING THEREFROM that a certain parcel of land conveyed by Warranty Deed recorded June 12, 2013 in Book 541, Page 125, as Instrument No. 2013-705354 in the records of Sheridan County Clerk and Recorder, Sheridan County, Wyoming.

The Real Property or its address is commonly known as TBD Solutions Way, Sheridan, WY 82801.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

Change the Grantor of the Mortgage from JW, LLC to Olive Acres, LLC.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

ILLEGAL ACTIVITY/FORFEITURE. Grantor represents and warrants to Lender that: (a) No portion of the Property has been or will be purchased, improved, equipped or furnished with proceeds of any illegal activity (whether under local, state or federal law) and to the best of Borrower's knowledge, there are no illegal activities or activities relating to controlled substances at the Property (including, without limitation, any growing, distributing, processing, storing and/or dispensing of marijuana), and (b) There has not been and shall never be committed by Borrower or any other person in occupancy of or involved with the operation or use of the Property any act or omission affording the federal government or any state or local government the right of forfeiture as against the Property or any part thereof or any monies paid in performance of Borrower's obligations under this Agreement, the Note, the Security Instrument or the other Loan Documents. Borrower hereby covenants and agrees not to commit, permit or suffer to exist any act or omission affording such right of forfeiture. Borrower also hereby covenants and agrees that it shall not commit, permit or suffer to exist any illegal activities or activities relating to controlled substances at the Property (including, without limitation, any growing, distributing, processing, storing and/or dispensing of marijuana).

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 28, 2023.

GRANTOR:

OLIVE ACRES, LLC

By: 
June Warren, Sole Member of Olive Acres, LLC



LENDER:

FIRST INTERSTATE BANK

X Steve Swanicke, Commercial Relationship Manager I

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of Wyoming
County of Sheridan

This instrument was acknowledged before me on 11-28-2023 (date) by June Warren, Sole Member of Olive Acres, LLC.

(Notarial Signature)

My commission expires: 9-12-2028

CASIE WILLS
Notary Public - State of Wyoming
Commission ID # 161886
My Commission Expires
September 12, 2028

LENDER ACKNOWLEDGMENT

State of Wyoming
County of Sheridan

This instrument was acknowledged before me on 11-28-2023 (date) by Steve Swanicke as Commercial Relationship Manager I of First Interstate Bank.

(Notarial Signature)

My commission expires: 9-12-2028

CASIE WILLS
Notary Public - State of Wyoming
Commission ID # 161886
My Commission Expires
September 12, 2028