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

WHEN RECORDED MAIL TO:
First Interstate Bank
Sheridan Sugarland Branch
1613 Coffeen Avenue
P. O. Box 6499
Sheridan, WY 82801-1899

2023-787786 9/20/2023 10:33 AM PAGE: 1 OF 2
FEES: $15.00 PK MODIFICATION OF MORTGAGE
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

FOR RECORDER'S USE ONLY

First Interstate Bank

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 13, 2023, is made and executed between Premier Design Properties, L.L.C., a Wyoming Limited Liability Company, whose address is 2305 Papago 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 December 7, 2021 (the "Mortgage") which has been recorded in Sheridan County, State of Wyoming, as follows:

Recorded December 9, 2021, Recording Number 2021-774771 at Sheridan County, Wyoming.

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

Lot 17, Block K, Powder Horn Ranch, Planned Unit Development, Phase Two, a subdivision in Sheridan County, Wyoming, filed as Plat #P-38.

The Real Property or its address is commonly known as 22 Trail Ridge Rd, Sheridan, WY 82801. The Real Property tax identification number is 21078.

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

The original Note secured by the Construction Mortgage provided funds for construction financing to improvements located upon the real property secured by the Construction Mortgage. The construction of the improvements to the real property secured by the Construction Mortgage were completed on September 6, 2023, and the Note is now being converted to permanent financing. Any references to construction in the Construction Mortgage are hereby removed and the maturity of the Mortgage, as modified, shall be December 7, 2023.

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 SEPTEMBER 13, 2023.

GRANTOR:

PREMIER DESIGN PROPERTIES, L.L.C.

By: Jody L Bangerter
Jody L Bangerter, Member of Premier Design Properties, L.L.C.

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 9-13-23 (date) by **Jody L Bangerter, Member of Premier Design Properties, L.L.C.**.

Casie Wills
(Notarial Signature)

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

My commission expires: 9-12-28

LENDER ACKNOWLEDGMENT

State of Wyoming

County of Sheridan

This instrument was acknowledged before me on 9-13-23 (date) by **Steve Swanicke as Commercial Relationship Manage l of First Interstate Bank.**

Casie Wills
(Notarial Signature)

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

My commission expires: 9-12-28

NO. 2023-787786 MODIFICATION OF MORTGAGE
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
CSC ERECORDING 919 NORTH 1000 WEST
LOGAN UT 84321