

**RECORDATION REQUESTED BY:**

First Interstate Bank  
Buffalo Branch  
40 East Hart Street  
P. O. Box 430  
Buffalo, WY 82834-0430

**WHEN RECORDED MAIL TO:**

First Interstate Bank  
Buffalo Branch  
40 East Hart Street  
P. O. Box 430  
Buffalo, WY 82834-0430

FOR RECORDER'S USE ONLY



**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated May 17, 2023, is made and executed between Jay L. Godley and Carol L. Godley, whose address is 125 Pompey Creek Rd, Banner, WY 82832-9739 (referred to below as "Grantor") and First Interstate Bank, whose address is 40 East Hart Street, P. O. Box 430, Buffalo, WY 82834-0430 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated April 9, 2009 (the "Mortgage") which has been recorded in Sheridan County, State of Wyoming, as follows:

Recorded on April 15, 2009, Document No. 637746, Sheridan County, WY.

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

A parcel of land located in the E1/2 SW1/4 of Section 15; and in the NE1/4 NW1/4 and W1/2 NW1/4 of Section 22; Township 54 North; Range 83 West, 6th Principal Meridian, Sheridan County, Wyoming, described as follows: Beginning at the northwest corner of said Section 22; thence N 89°21' E, 1340.01 feet to the northeast corner of said W1/2 NW1/4, thence N 01°10'W, 2614.3 feet to the northwest corner of said E1/2 SW1/4; thence along the northerly line of said E1/2 SW1/4, N 89°23'E, 1056.2 feet to a point on the centerline of Sheridan County Road No. 127; thence along said Road No. 127, S 29°00'W, 477.4 feet; thence S 19°54'W, 446.7 feet; thence S 01°17'E, 103.7 feet; thence S 15°13'E, 460.3 feet; thence S 00°24'E, 985.6 feet; thence S 24°09'E, 347.0 feet; thence S 09°45'E, 103.2 feet to a point on the centerline of Sheridan County Road No. 129; thence along said Road No. 129, S 76°58'W, 293.8 feet; thence S 45°08'W, 235.0 feet; thence S 59°58'W, 552.5 feet to a point on the easterly line of a Tract recorded in Book 67, Page 273; thence along said easterly line, N 00°30'E, 124.2 feet to the northeast corner of said Tract; thence N 79°06'W, 409.7 feet to the northwest corner of said Tract; thence S 89°21'W, 930.0 feet to the west line of said Section 22; thence North along said west line a distance of 470.0 feet to the point of beginning.  
EXCEPT: A tract of land situated in the NW1/4 NW1/4 of Section 22, Township 54 North, Range 83 West, 6th P.M., Sheridan County, Wyoming; said tract of land being more particularly described as follows:  
Beginning at the northwest corner of Section 22 (Monumented with 3 1/4" Aluminum Cap per FLS 6812); thence S 63°39'41" E, 1024.77 feet to the POINT OF BEGINNING (Monumented with a 5/8" Rebar), said point being the northwest corner of a tract of land described in Book 572 of Deeds, Page 368; thence N 06°04'55"E, 61.66 feet to a point; thence N 70°18'50"E, 223.94 feet to a point; thence N 84°57'25"E, 187.19 feet to a point; thence S 00°20'07"W, 229.36 feet to a point, said point being the northeast corner of a tract described in Book 572 of Deeds, Page 368; thence N 79°17'13"W, 409.65 feet along said north line of said tract to the POINT OF BEGINNING of said tract. Said Parcel (1.46 Acres)

The Real Property or its address is commonly known as Banner, WY 82832

The Real Property or its address is commonly known as 125 Pompey Creek Road, Banner, WY 82832.

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

Extended Maturity date to June 28, 2024.

**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 MAY 17, 2023.**

MODIFICATION OF MORTGAGE  
(Continued)

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GRANTOR:

x Jay L. Godley  
Jay L. Godley

x Carol L. Godley  
Carol L. Godley

LENDER:

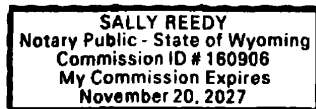
FIRST INTERSTATE BANK  
x Lynne Michelena  
Lynne Michelena, Bank President I

INDIVIDUAL ACKNOWLEDGMENT

State of Wyoming

County of Johnson

This instrument was acknowledged before me on June 12, 2023 (date) by Jay L. Godley and Carol L. Godley.



Sally Reedy  
(Notarial Signature)

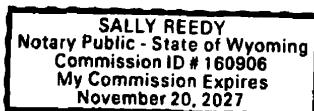
My commission expires: 11-20-2027

LENDER ACKNOWLEDGMENT

State of Wyoming

County of Johnson

This instrument was acknowledged before me on June 12, 2023 (date) by Lynne Michelena as Bank President I of First Interstate Bank.



Sally Reedy  
(Notarial Signature)

My commission expires: 11-20-2027