2016-731950 12/30/2016 9:33 AM PAGE: 1 OF 3 BOOK: 946 PAGE: 51 FEES: \$18.00 EE MODIFICATION OF MOREDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

### **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 December 21, 2016, is made and executed between Jay L Godley, whose address is 125 Pompey Creek Rd, Banner, WY 82832 and Carol L Godley, whose address is 125 Pompey Creek Rd, Banner, WY 82832 (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 04/15/2009 in Sheridan County, Mortgage 637746, Book 735, Page 0595.

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

See the exhibit or other description document which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as WY.

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

Extend Maturity Date to 10/31/2017 as per Change in Terms signed 12/21/2016.

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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 21, 2016.

GRANTOB:

ou, - office,/

Carol L Godley

LENDER:

FIRST INTERSTATE RANK

Authorized Officer

## INDIVIDUAL ACKNOWLEDGMENT

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206(date) by Jay L Godley and Carol L Godley. This instrument was acknowledged before me on

> N. JOHNSON NOTARY PUBLIC State of Wyoming

# LENDER ACKNOWLEDGMENT

County of

This instrument was acknowledged before me on

(Notarial Signature)

N. JOHNSON NOTARY PUBLIC State of County of

Wyoming My Commission Expires: 02/27/2018

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All Rights

WY



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EXHIBIT "A"

A parcel of land located in the E\SW\ of Section 15; and in the NE\{\nu\} and W\{\nu\} 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 W\(\frac{1}{2}NW\(\frac{1}{4}\), thence N 01°10' W, 2614.3 feet to the northwest corner of said E\(\frac{1}{2}SW\(\frac{1}{4}\); thence along the northerly line of said E\sW\fambda, 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.