

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



2017-739418 12/18/2017 10:41 AM PAGE: 1 OF 3
BOOK: 968 PAGE: 522 FEES: \$18.00 PK MODIFICATION OF MOI
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated 12/01/2017, is made and executed between Jay L Godley and Carol L Godley, husband and wife, 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 in Sheridan County, Wyoming, Mortgage 637746, Recorded 04/16/2009, in Book 735, Page(s) 0695-0601.

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 Banner, WY 82832.

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

Lender and Grantor hereby modify the Mortgage as follows: Mortgage is extended to 12/01/2018.

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 medical or recreational marijuana). (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 medical or recreational 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 12/01/2017.

GRANTOR:

x Jay L Godley
Jay L Godley

x Carol L Godley
Carol L Godley

LENDER:

FIRST INTERSTATE BANK

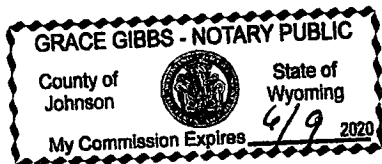
x Grace Gibbs
Authorized Officer



INDIVIDUAL ACKNOWLEDGMENT

State of Wyoming
County of Johnson

This instrument was acknowledged before me on 12/14/17 (date) by Jay L Godley and Carol L Godley.



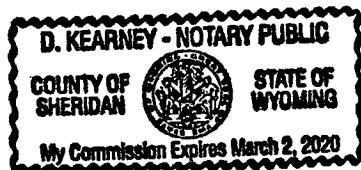
Grace Gibbs
(Notarial Signature)

My commission expires: June 9, 2020

LENDER ACKNOWLEDGMENT

State of Wyoming
County of Johnson

This instrument was acknowledged before me on 12/14/2017 (date) by Grace Gibbs



D. Kearney
(Notarial Signature)

My commission expires: March 2, 2020



EXHIBIT "A"

A parcel of land located in the E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 15; and in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ and W $\frac{1}{2}$ NW $\frac{1}{4}$ 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 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 $\frac{1}{2}$ SW $\frac{1}{4}$, 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.