



2020-755220 1/15/2020 1:27 PM PAGE: 1 OF 4
FEES: \$21.00 SM MODIFICATION OF MORTGAGE
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

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MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is January 10, 2020. The parties and their addresses are:

MORTGAGOR:

EXCALIBUR CONSTRUCTION, INC.
A Wyoming Corporation
2275 DRY RANCH RD
SHERIDAN, WY 82801-8507

Vested as: Excalibur Construction, Inc., a Wyoming Corporation

LENDER:

SECURITY STATE BANK
Organized and existing under the laws of Wyoming
2070 Coffeen Ave
Sheridan, WY 82801

1. **BACKGROUND.** Mortgagor and Lender entered into a security instrument dated November 13, 2019 and recorded on November 20, 2019 (Security Instrument). The Security Instrument was recorded in the records of Sheridan County, Wyoming at Document No. 2019-754154, Book 1017, Pages 484-491 and covered the following described Property:

SEE SCHEDULE 'C'

The property is located in Sheridan County at 2275 DRY RANCH RD, SHERIDAN, Wyoming 82801-8507.

2. **MODIFICATION.** For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

A. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(1) **Secured Debts and Future Advances.** The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) **Specific Debts.** The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 86987303, dated November 13, 2019, from Mortgagor to Lender, with a maximum credit limit of \$250,000.00 and maturing on April 15, 2020.

(b) **Future Advances.** All future advances from Lender to Mortgagor under the Specific Debts executed by Mortgagor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Mortgagor either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing.

(c) **All Debts.** All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Security Instrument will not secure any debt for which a non-

possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Modification will not secure any other debt if Lender, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.

(d) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

3. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

SIGNATURES. By signing, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

MORTGAGOR:

EXCALIBUR CONSTRUCTION, INC.

By Andrew J McFaul
ANDREW J MCFAUL, President

LENDER:

Security State Bank

By Emily A Wardell
Emily A Wardell, Commercial Loan Officer

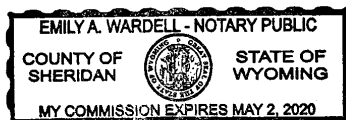
ACKNOWLEDGMENT.

STATE OF WYOMING, COUNTY OF SHERIDAN ss.

This instrument was acknowledged before me this 10th day of January 2020 by ANDREW J MCFAUL as President of EXCALIBUR CONSTRUCTION, INC..

My commission expires: 5/2/2020

Emily A Wardell
(Notary Public)



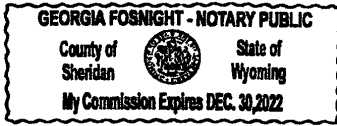
(Lender Acknowledgment)

STATE OF WYOMING, COUNTY OF SHERIDAN ss.

This instrument was acknowledged before me this 10th day of January 2020 by Emily A Wardell as Commercial Loan Officer of Security State Bank.

My commission expires: 12/30/22


(Notary Public)



2020-755220 1/15/2020 1:27 PM PAGE: 3 OF 4
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SCHEDULE "C"

A tract of land situated in the SW¼NW¼ of Section 1, Township 55 North, Range 84 West, 6th P.M., Sheridan County, Wyoming, said tract of land being more particularly described as follows:

Commencing at the west quarter corner of said Section 1 (Monumented with a 3¼" Aluminum Cap per PLS 2615); thence N02°16'02"E, 795.86 feet to the POINT OF BEGINNING of said tract, said point lying on the centerline of Dry Ranch Road (aka County Road No. 114), and being the southwest corner of a tract of land described in Book 227 of Deeds, Page 547, also being twenty (20.0) feet east of the east line of Dry Ranch Road Minor Subdivision; thence, twenty (20.0) feet east of and parallel to said east line of Dry Ranch Road Minor Subdivision, N01°05'58"E, 309.90 feet along the west line of said tract described in Book 227 of Deeds, Page 547 and the west line of a tract of land described in Book 430 of Deeds, Page 331 to a point, said point being the southwest corner of a tract of land described in Book 424 of Deeds, Page 10; thence S87°13'43"E, 239.19 feet along the south line of said tract described in Book 424 of Deeds, Page 10 to a point, said point being the southeast corner of said tract described in Book 424 of Deeds, Page 10; thence N01°41'00"E, 169.41 feet along the east line of said tract described in Book 424 of Deeds, Page 10 to a point, said point lying on the southerly right-of-way line of U.S. Highway No. 14 and being the northeast corner of said tract described in Book 424 of Deeds, Page 10; thence, along said southerly right-of-way line of U.S. Highway No. 14, through a non-tangent curve to the right, having a central angle of 01°16'08", a radius of 1223.24 feet, an arc length of 27.09 feet, a chord bearing of S78°30'47"E, and a chord length of 27.09 feet to a point, said point being the northwest corner of a tract of land described in Book 415 of Deeds, Page 117; thence S01°41'36"W, 469.49 feet along the west line of said tract described in Book 415 of Deeds, Page 117 to a point, said point being the southeast corner of said tract described in Book 430 of Deeds, Page 331; thence N88°27'27"W, 262.60 feet along the south line of said tract described in Book 430 of Deeds, Page 331, and said south line of said tract described in Book 227 of Deeds, Page 547 to the POINT OF BEGINNING of said tract.


2020-755220 1/15/2020 1:27 PM PAGE: 4 OF 4
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SECURITY STATE BANK 2070 COFFEEN AVE
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