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## MODIFICATION OF MORTGAGE

**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is December 22, 2022. The parties and their addresses are:

**MORTGAGOR:**

**TONGUE RIVER STONE, INC.**

A Wyoming Corporation

P.O. Box 20

Sheridan, WY 82801

**LENDER:**

**FIRST FEDERAL BANK & TRUST**

Organized and existing under the laws of the United States of America

671 Illinois Street

Sheridan, WY 82801

**1. BACKGROUND.** Mortgagor and Lender entered into a security instrument dated June 26, 2013 and recorded on June 26, 2013 (Security Instrument). The Security Instrument was recorded in the records of Sheridan County, Wyoming at Book 864, Page 622, as Instrument #2013-705800 and covered the following described Property:

A tract of land located in the South One Half of the Northwest One Quarter (S1/2NW1/4) and the North One Half of the Southwest One Quarter (N1/2SW1/4), Section 21, Township 57 North, Range 84 West of the 6th Principal Meridian, Sheridan County, Wyoming, more particularly described as follows: Beginning at a point which is located on the East-West Centerline of Section 21, T 57 N, R 84 W which bears S89°55'43"W, a distance of 3,099.52 feet from the East One Quarter Corner of said Section 21; Thence N2°32'38" W, a distance of 1,105.46 feet to a

Tongue River Stone, Inc.  
Wyoming Real Estate Modification  
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point in the south Right-of-Way line of the Burlington Northern Railroad; Thence S82°33'45" W along the said Right-of-Way of said Burlington Northern Railroad a distance of 310.92 feet to the Point-of-Curve; thence along said Right-of-Way Curve to the Right having a Central Angle of 10°50', a distance of 1,102.21 feet, the Chord of which bears S87°58'45"W, a distance of 1,100.60 feet to the Point of Tangency; Thence N86°36'15W along said South Right-of-Way line a distance of 27.25 feet to a point; thence S10°40'15"E. a distance of 1,330.45 feet to a point; Thence 86°17'35"E, a distance of 1,249.62 feet to a point; Thence 2°32'38"W, a distance of 199.92 feet to the point of beginning.

The property is located in Sheridan County at 120 Kleenburn Rd, Ranchester, Wyoming 82839.

**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. 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, dated June 26, 2013, from Mortgagor to Lender, with a loan amount of \$108,000.00 and maturing on December 31, 2023.

(b) 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.




(c) 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 under seal, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

**MORTGAGOR:**

Tongue River Stone, Inc.

By  (Seal)  
Blaine Phillips, President

Date 12-20-22

**LENDER:**

First Federal Bank & Trust

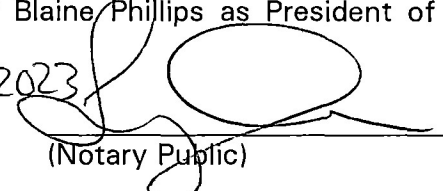
By  (Seal)  
Molly Eckard, Commercial Loan Officer

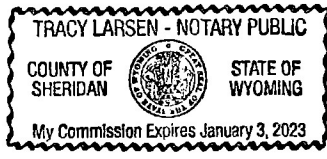
Date 12/27/2022



**ACKNOWLEDGMENT.**


County Sheridan OF State OF Wyoming ss.  
This instrument was acknowledged before me this 23rd day of  
December, 2022 by Blaine Phillips as President of Tongue River  
Stone, Inc..

My commission expires: 1-3-2023  
  
(Notary Public)



**(Lender Acknowledgment)**

State Wyoming OF County OF Sheridan ss.  
This instrument was acknowledged before me this 27th day of  
December, 2022 by Molly Eckard as Commercial Loan Officer of  
First Federal Bank & Trust.

My commission expires:  
  
(Notary Public)

