

9/14/2023 9:02 AM PAGE: 1 OF 4 FEES: \$21.00 PK MODIFICATION OF MORTGAGE EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

Space Above This Line For Recording Data

## **MODIFICATION OF MORTGAGE**

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is September 13, 2023. The parties and their addresses are:

## MORTGAGOR:

SIMCO ASSEMBLIES, LLC A Wyoming Limited Liability Company PO Box 6572 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 February 2, 2022 and recorded on February 4, 2022 (Security Instrument). The Security Instrument was recorded in the records of Sheridan County, Wyoming at As instrumented 2022-776214 and covered the following described Property:

Lot 5, First Choice Subdivision, a subdivision in Sheridan County, Wyoming, Recorded in Book F of Plats, Page 26 in the Office of the Sheridan County Clerk.

The property is located in Sheridan County at 1095 Broadway St., Sheridan, Wyoming 82801.

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

SIMCO Construction, LLC Wyoming Real Estate Modification WY/4BBALDWIN00000000003066035N

Wolters Kluwer Financial Services, Inc. 91996, 2023



Page 1



**2023-787685** 9/14/2023 9:02 AM PAGE: 2 OF 4 FEES: \$21.00 PK MODIFICATION OF MORTGAGE EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

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, dated February 2, 2022, from SIMCO Construction, LLC (Borrower) to Lender, with a modified maximum credit limit of \$300,000.00 and maturing on August 20, 2024.
    - (b) Future Advances. All future advances from Lender to SIMCO Construction, LLC under the Specific Debts executed by SIMCO Construction, LLC 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 SIMCO Construction, LLC 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 SIMCO Construction, LLC 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.

**2023-787685** 9/14/2023 9:02 AM PAGE: 3 OF FEES: \$21.00 PK MODIFICATION OF MORTGAGE EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

**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:** 

Simco Assemblies, LLC

By\_\_\_\_\_(Sea

Max L. Simonson, Member

Date 9/13/23

LENDER:

First Federal Bank & Trust

y /// C (Seal)

De Dearcdrn, Executive Vice President

Date



**2023-787685** 9/14/2023 9:02 AM PAGE: 4 OF 4 FEES: \$21.00 PK MODIFICATION OF MORTGAGE EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

ACKNOWLEDGMENT.  State OF Wyoming, Ounty OF Sheridal ss.  This instrument was acknowledged before me this 1374 day of September, 2023 by Max L. Simonson as Member of Simco Assemblies, LLC.  My commission expires:
(Notary Public)
BOBBY JO BALDWIN NOTARY PUBLIC STATE OF WYOMING COMMISSION ID: 165980 MY COMMISSION EXPIRES: 09/14/2027
(Lender Acknowledgment)  State OF Deport Ounty OF Cheridan ss.  This instrument was acknowledged before me this 35 day of Statember, 2023 by DJ Dearcorn as Executive Vice President of First Federal Bank & Trust.
My commission expires:  (Notally Public)
BOBBY JO BALDWIN  NOTARY PUBLIC  STATE OF WYOMING  COMMISSION ID: 165980  MY COMMISSION EXPIRES: 09/14/2027