

**2023-787348** 8/25/2023 11:56 AM PAGE: 1 OF 2 FEES: \$15.00 SM MODIFICATION OF MORTGAGE EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

RECORDATION REQUESTED BY:

COWBOY STATE BANK RANCHESTER MAIN BANK 515 US HWY 14 PO BOX 789 RANCHESTER, WY 82839

WHEN RECORDED MAIL TO:

COWBOY STATE BANK RANCHESTER MAIN BANK 515 US HWY 14 PO BOX 789 RANCHESTER, WY 82839

SEND TAX NOTICES TO:

COWBOY STATE BANK RANCHESTER MAIN BANK 515 US HWY 14 PO BOX 789 RANCHESTER, WY 82839

FOR RECORDER'S USE ONLY

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 22, 2023, is made and executed between WADE A. BASTROM and STEPHANIE J. BASTROM, HUSBAND AND WIFE (referred to below as "Grantor") and COWBOY STATE BANK, whose address is 515 US HWY 14, PO BOX 789, RANCHESTER, WY 82839 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 22, 2023 (the "Mortgage") which has been recorded in SHERIDAN County, State of Wyoming, as follows:

CONSTRUCTION MORTGAGE RECORDED IN THE OFFICE OF THE SHERIDAN COUNTY CLERK IN THE AMOUNT OF \$558,877.00 ON 11/3/2022 AS DOC # 2022-782447 IN PK MORTAGE AT PAGES 1-6.

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

A TRACT OF LAND SITUATED WITHIN THE N½ OF THE SW¼ AND PART OF THE NW¼ AND OF SECTION 25, TOWNSHIP 57 NORTH, RANGE 84 WEST, 6TH P.M., SHERIDAN COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST 1/4 CORNER OF SAID SECTION 25, BEING THE TRUE POINT OF BEGINNING OF SUBJECT PARCEL; THENCE N 88°33'40" E, 1181.70 FEET; THENCE N 89°12'28"E, 1486.06 FEET TO THE CENTER 1/4 CORNER OF SAID SECTION; THENCE S 0°10'41" E, 1317.97 FEET TO THE SE CORNER OF SAID N1/4; THENCE S 89°31'04" W, 2663.25 FEET; TO THE SW CORNER OF SAID N1/4; THENCE N 0°21'49" W, 1290.18 FEET, TO THE POINT OF BEGINNING.

The Real Property or its address is commonly known as TBD DECKER RD, SHERIDAN, WY 82801. The Real Property tax identification number is 002825.

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

INCREASE AMOUNT TO \$758,877,00.

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.

CROSS-COLLATERALIZATION.. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as wall as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 22, 2023.

LENDER:

COWBOY STATE BANK

STEPHANIE J. BASTROM

Authorized Signer



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## **MODIFICATION OF MORTGAGE**

Loan No: 2022049CIT

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## INDIVIDUAL ACKNOWLEDGMENT

This instrument was acknowledged before me on 22Awy ust 2023 (date) by WADE A. BASTROM and STEPHANIE J. BASTROM.

MEEGHAN C WALTON Notary Public - State of Wyoming Commission ID 168739 My Commission Expires JULY 25, 2029

## LENDER ACKNOWLEDGMENT

This instrument was acknowledged before me on OFFICER of COWBOY STATE BANK.

8-22-2023(date) by PHIL HASTINGS as LOAH

TINA R. JONES NOTARY PUBLIC ( COUNTY OF SHERIDAN STATE OF WYOMING MY COMMISSION EXPIRES

9-16-2023 My commission expires: \_\_\_

Originator Names and Nationwide Mortgage Licensing System and Registry IDs:

Organization: COWBOY STATE BANK

NMLSR ID: 791611

Individual: PHILIP HASTINGS

NMLSR ID: 2076001

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Ranchester WY 82839-5017