

2025-799927 6/18/2025 3:47 PM PAGE: 1 OF 3 FEES: \$18.00 PK MODIFICATION OF MORTGAGE EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

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MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 18th day of June, 2025, between Daugaard Construction LLC, a Wyoming Limited Liability Company, whose address is PO Box 6701, Sheridan, Wyoming 82801 ("Mortgagor"), and First Federal Bank & Trust, which is organized and existing under the laws of the State of Wyoming and whose address is 671 Illinois Street, Sheridan, Wyoming 82801 ("Lender").

First Federal Bank & Trust and Mortgagor entered into a Mortgage dated March 16, 2022 and recorded on March 23, 2022, filed for record in the records of the County of Sheridan, State of Wyoming with Document Number 2022-777219 ("Mortgage"). The Mortgage covers the following described real property:

Address: 369 E Works St, Sheridan, Wyoming 82801

Legal Description: Lots 29 and 30 in Block 9 of Palmer's Addition to the Town, now City of Sheridan

County, Wyoming.
Property Size: .142 acres.

It is the express intent of the Mortgagor and Lender to modify the terms and provisions set forth in the Mortgage. Mortgagor and Lender hereby agree to modify the Mortgage as follows:

Mortgagor and Lender agree that the Mortgage including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Property. Nothing contained herein shall in any way impair the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Mortgage it being the intent of Mortgagor and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Mortgage.

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Mortgage modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Mortgagor who signed the original Mortgage does not sign this Agreement, then all Mortgagors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement 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.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.



2025-799927 6/18/2025 3:47 PM PAGE: 2 OF 3 FEES: \$18.00 PK MODIFICATION OF MORTGAGE EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing below, Mortgagor and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

Daugaard Construction LLC By: Devin Wayne Daugaard Its: LLC Member **BUSINESS ACKNOWLEDGMENT** STATE OF WYOMING COUNTY OF Shirida by Devin Wayne Daugaard, LLC This record was acknowledged before me on L Member on behalf of Daugaard Construction LLC, a Wyoming Limited Liability Company. My commission expires: _ NOTARY PUBLIC Identification Number (Official Se J. KUKAL NOTARY PUBLIC STATE OF WYOMING COMMISSION ID: 153790 LENDER: First Federal Bank & Trust

Its: Commercial Loan Officer, AVP



2025-799927 6/18/2025 3:47 PM PAGE: 3 OF 3 FEES: \$18.00 PK MODIFICATION OF MORTGAGE EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

BUSINESS ACKNOWLEDGMENT

STATE OF WYOMING COUNTY OF Shwidan

This record was acknowledged before me on <u>Juvu Kidodo</u> by Molly Eckard, Commercial Loan Officer, AVP on behalf of First Federal Bank & Trust, a(n) Bank.

My commission expires:

NOTARY PUBLIC Identification Number

(Official Seal)

J. KUKAL
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 153790
MY COMMISSION EXPIRES: 10/01/2030

THIS INSTRUMENT PREPARED BY: First Federal Bank & Trust Jami Kukal

671 Illinois Street Sheridan, WY 82801 AFTER RECORDING RETURN TO:

Servicing Department First Federal Bank & Trust

671 Illinois Street Sheridan, WY 82801

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Page 3 of 3

FIRST FEDERAL BANK & TRUST 671 ILLINOIS ST SHERIDAN WY 82801-5281