

2023-785779 5/30/2023 2:52 PM PAGE: 1 OF 4 FEES: \$21.00 PK 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 May 30, 2023. The parties and their addresses are:

MORTGAGOR:

DONALD B. ROBERTS

As Trustee

Of the DONALD B. ROBERTS FOR THE DONALD B. ROBERTS LIVING TRUST DATED MARCH 7, 1983

A Wyoming Revocable Trust 20 Pine Lane 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 May 20, 2018 and recorded on May 10, 2018 (Security Instrument). The Security Instrument was recorded in the records of Sheridan County, Wyoming at as instrument 2018-742223, book 978 page 683 and covered the following described Property:

The North 188.6 feet of the East 693 feet of the SE1/4SW1/4 of Section 35, Township 56 North, Range 84 West, 6th P.M., Sheridan County, Wyoming.

The property is located in Sheridan County at 1614 Coffeen Ave., Sheridan, Wyoming 82801.

Donald B. Róberts For The Donald B. Roberts Living Trust Dated March 7, 1983

Wyoming Real Estate Modification
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Wolters Kluwer Financial Services, Inc. @1996, 2023

Initials DQ



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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, dated May 10, 2018, from Mortgagor to Lender, with a modified maximum credit limit of \$998,000.00 and maturing on May 20, 2028.
 - (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.

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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:

Donald B. Roberts, Trustee for Donald B. Roberts For The Donald B. Roberts Living Trust Dated March 7, 1983

Date 5/30/23

LENDER:

First Federal Bank & Trust

DJ Dearcorn, Executive Vice President

Date <u>5/30/2023</u>

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ACKNOWLEDGMENT. OF Shindan, State OF Wyoming ss.
This instrument was acknowledged before me this 30 day of May, 2023 by Donald B. Roberts as Trustee of Donald B.
Roberts For The Donald B. Roberts Living Trust Dated March 7, 1983.
My commission expires: (Notary Public)
J. KUKAL - NOTARY PUBLIC COUNTY OF STATE OF WYOMING
MY COMMISSION EXPIRES AUGUST 30, 2024
(Lender Acknowledgment)
County of Churdon, State of Wyoming ss.
This instrument was acknowledged before me this 30 day o
by DJ Dearcorn EVP/Chief Lending Officer of
First Federal Bank & Trust.
My commission expires:
J. KUKAL - NOTARY PUBLIC (Notary Public)
COUNTY OF STATE OF WYOMING MY COMMISSION EXPIRES AUGUST 30, 2024

NO. 2023-785779 MODIFICATION OF MORTGAGE

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK FIRST FEDERAL BANK & TRUST 1575 SHILOH RD STE F BILLINGS MT 59106-1712