

RECORDATION REQUESTED BY:

First Interstate Bank
Sheridan Sugarland Branch
1613 Coffeen Avenue
P. O. Box 6499
Sheridan, WY 82801-1899

WHEN RECORDED MAIL TO:

First Interstate Bank
Sheridan Sugarland Branch
1613 Coffeen Avenue
P. O. Box 6499
Sheridan, WY 82801-1899



2023-784991 4/13/2023 8:39 AM PAGE: 1 OF 2
FEES: \$15.00 PK MODIFICATION OF MORTGAGE
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 4, 2023, is made and executed between Parkway Plaza, LLC, whose address is 700 N Main Street, Sheridan, WY 82801 (referred to below as "Grantor") and First Interstate Bank, whose address is 1613 Coffeen Avenue, P. O. Box 6499, Sheridan, WY 82801-1899 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 12, 2018 (the "Mortgage") which has been recorded in Sheridan County, State of Wyoming, as follows:

Recorded February 14, 2018 as Instrument No. 2018-740487 in Sheridan County, Wyoming.

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

Lot 2 of Brundage Corner Subdivision in the City of Sheridan, Sheridan County, Wyoming, recorded May 14, 2008 in Drawer B of Plats, Plat #56.

The Real Property or its address is commonly known as 727 E Brundage Ln, Sheridan, WY 82801. The Real Property tax identification number is 31503.

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

Extend Maturity Date to March 14, 2028.

ADD 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 well 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.

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.

ILLEGAL ACTIVITY/FORFEITURE. Grantor represents and warrants to Lender that: (a) No portion of the Property has been or will be purchased, improved, equipped or furnished with proceeds of any illegal activity (whether under local, state or federal law) and to the best of Borrower's knowledge, there are no illegal activities or activities relating to controlled substances at the Property (including, without limitation, any growing, distributing, processing, storing and/or dispensing of marijuana), and (b) There has not been and shall never be committed by Borrower or any other person in occupancy of or involved with the operation or use of the Property any act or omission affording the federal government or any state or local government the right of forfeiture as against the Property or any part thereof or any monies paid in performance of Borrower's obligations under this Agreement, the Note, the Security Instrument or the other Loan Documents. Borrower hereby covenants and agrees not to commit, permit or suffer to exist any act or omission affording such right of forfeiture. Borrower also hereby covenants and agrees that it shall not commit, permit or suffer to exist any illegal activities or activities relating to controlled substances at the Property (including, without limitation, any growing, distributing, processing, storing and/or dispensing of marijuana).

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 4, 2023.

GRANTOR:

PARKWAY PLAZA, LLC

By: 

Ken Ho In, Member of Parkway Plaza, LLC

LENDER:

FIRST INTERSTATE BANK

X 

Steve Swanicke, Commercial Relationship Manager I

MODIFICATION OF MORTGAGE
(Continued)

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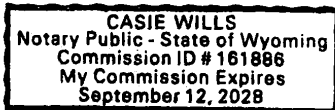
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT



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EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

State of Wyoming
County of Sheridan

This instrument was acknowledged before me on 4-10-23 (date) by Kon Ho In, Member of Parkway Plaza, LLC.



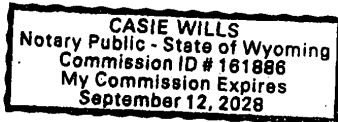
Casie Willis
(Notarial Signature)

My commission expires: 9-12-2028

LENDER ACKNOWLEDGMENT

State of Wyoming
County of Sheridan

This instrument was acknowledged before me on 4-10-23 (date) by Steve Swanicke as Commercial Relationship Manager
of First Interstate Bank.



Casie Willis
(Notarial Signature)

My commission expires: 9-12-2028