

Recording Requested By:  
WELLS FARGO BANK,  
NATIONAL ASSOCIATION  
Anthony Tarver  
424 N Main St, 1<sup>st</sup> Floor  
Sheridan, WY 83801-3904



**2016-725905** 4/4/2016 2:39 PM PAGE: **1** OF **5**  
BOOK: 926 PAGE: 29 FEES: \$24.00 SM MODIFICATION OF MOR  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

And After Recording, Return To:  
WELLS FARGO BANK,  
NATIONAL ASSOCIATION  
BBSG-Boise Loan Ops LDI, P.O. Box 34656,  
San Antonio, TX 78265

### **MODIFICATION OF MORTGAGE**

This Modification of Mortgage (this "Modification") is entered into as of November 6, 2015, by and between Eagle Ridge Enterprises, Limited Liability Company, A Wyoming limited liability company ("Mortgagor") located at 363 Big Goose Rd, Sheridan, WY 82801, and WELLS FARGO BANK, NATIONAL ASSOCIATION successor by merger to Sheridan State Bank, ("Mortgagee"), with an office located at 727 N Main St, 1<sup>st</sup> Floor, Sheridan, WY 82801.

### RECITALS

This Modification is entered into upon the basis of the following facts and understandings of the parties:

A. This Modification pertains to that certain Mortgage dated as of June 20, 2007, executed by Mortgagor to Mortgagee, and recorded on June 20, 2007, as Instrument (Serial) No. 578087, in Book (Reel) 673, at Page (Image) 0367, of the Official Records of Sheridan County, Wyoming, as may have been modified from time to time ("Mortgage").

B. The obligations secured by the Mortgage have been modified, or certain additional obligations have been or are to be incurred which are to be secured by the Mortgage, or other modifications to the Mortgage have become necessary, and Mortgagor and Mortgagee have agreed to modify the Mortgage to accurately reflect the obligations as secured thereby or such other modifications.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Mortgage is hereby modified to include within the indebtedness and obligations secured by the Mortgage, the payment to Mortgagee of all indebtedness and performance of all obligations evidenced by and arising under that promissory note, loan or credit agreement, confirmation letter and disclosure, or other evidence of debt, dated as of November 6, 2015, evidencing indebtedness of Eagle Ridge Enterprises, Limited Liability Company to Mortgagee in the principal amount of \$131,986.99 with a final maturity date of November 20, 2025 (which represents the refinancing of that certain promissory note, loan or credit agreement, confirmation letter and disclosure, or other evidence of debt, dated as of June 20, 2007, and secured by the Mortgage), together with interest thereon, and any such indebtedness or other obligations incurred under or in connection with the credit accommodation evidenced, even if not specifically referenced therein.

2. The real property and the whole thereof described in the Mortgage shall remain subject to the lien, charge or encumbrance of the Mortgage and nothing herein contained or done pursuant hereto shall affect or be construed to affect the liens, charges or encumbrances of the Mortgage, or the priority





thereof over other liens, charges or encumbrances, or to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of said promissory notes, loan or credit agreements, confirmation letters and disclosures, or other evidences of debt and/or the Mortgage.

3. All terms and conditions of the Mortgage not expressly modified herein remain in full force and effect, without waiver or amendment. This Modification and the Mortgage shall be read together, as one document.

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be executed as of the day and year first above written.

MORTGAGEE:

WELLS FARGO BANK,

NATIONAL ASSOCIATION

By: \_\_\_\_\_

Anthony Tarver  
Title: Vice-President

MORTGAGOR:

Eagle Ridge Enterprises, Limited Liability  
Company

By: \_\_\_\_\_

Name: Garrett John Kolf  
Title: Managing Member

By: \_\_\_\_\_

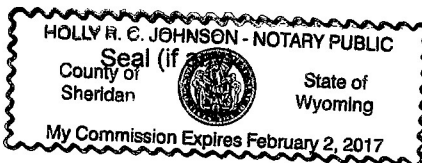
Name: Carol Ann Kolf  
Title: Managing Member



### MORTGAGEE ACKNOWLEDGMENT

STATE OF WYOMING )  
 ) SS  
 COUNTY OF Sheridan )

On this 4th day of April, 20 16, before me, the undersigned Notary Public, personally appeared Anthony Tarver and known to me to be the Vice President, authorized agent for the Wells Fargo Bank, National Association, a national banking association, that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said national banking association, duly authorized by the national banking association through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument.



Notary Signature: Holly R. C. Johnson  
 My commission expires: Feb 2, 2017

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of WYOMING )  
 ) SS  
 County of Sheridan )

This instrument was acknowledged before me on 4/1/2016 (date) by Garrett John Kolf, as Managing Member of Eagle Ridge Enterprises, Limited Liability Company.

SEAL



Holly R. C. Johnson  
 (Signature of Notarial Officer)  
Notary Public  
 Title (e.g. Notary Public) OR Rank (Rank if officer in active military)

My Commission expires: Feb 2, 2017



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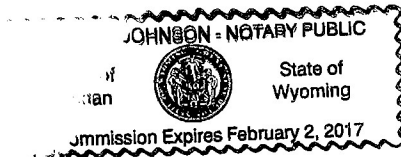
### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of WYOMING )  
County of Sheridan ) SS

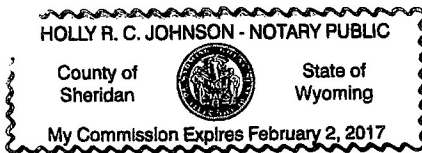
This instrument was acknowledged before me on 4/1/2016 (date) by **Carol Ann Kolf**, as **Managing Member of Eagle Ridge Enterprises, Limited Liability Company**.

SEAL

*Holly R. C. Johnson*  
(Signature of Notarial Officer)  
Notary Public  
Title (e.g. Notary Public) OR Rank (Rank if officer in active military)



My Commission expires: Feb 2 2017





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Exhibit A

**A tract of land situated in the SW¼NW¼ of Section 35, Township 56 North, Range 84 West of the 6th P.M., Sheridan County, Wyoming, described as follows:**

**Beginning at a point which is 71.5 feet East of the intersection point of the East line of Sheridan Avenue and the South line of said NW¼, thence East a distance of 70 feet, thence North a distance of 52 feet, thence West, on a line parallel with the South line of said NW¼, a distance of 70 feet, and thence South a distance of 52 feet to the point of beginning.**

**AND**

**A tract of land situated in the SW¼NW¼ of Section 35, Township 56 North, Range 84 West of the 6th P.M., Sheridan County, Wyoming, described as follows:**

**Beginning at a point which is the point of intersection of the East line of Sheridan Avenue and the South line of said NW¼, thence East 71.5 feet, thence North 52 feet, thence West on a line parallel with the South line of said NW¼, a distance of 71.5 feet, and thence South a distance of 52 feet to the point of beginning.**

Commonly known as 1321 ½ S Sheridan Ave, Sheridan, WY 82801  
APN: 005096