

RECORDATION REQUESTED BY:

Pinnacle Bank Wyoming
Torrington Branch
2000 Main St
PO Box 760
Torrington, WY 82240

WHEN RECORDED MAIL TO:

Pinnacle Bank Wyoming
Torrington Branch
2000 Main St
PO Box 760
Torrington, WY 82240



2024-795049 10/16/2024 9:57 AM PAGE: 1 OF 4
FEES: \$21.00 PK MODIFICATION OF MORTGAGE
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

SEND TAX NOTICES TO:

Pinnacle Bank Wyoming
Torrington Branch
2000 Main St
PO Box 760
Torrington, WY 82240

FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 14, 2024, is made and executed between **THE BLUFFS LLC**, a Wyoming limited liability company, whose address is 1198 LOWER PRAIRIE DOG RD, SHERIDAN, WY 82801 (referred to below as "Grantor") and Pinnacle Bank Wyoming, whose address is 2000 Main St, PO Box 760, Torrington, WY 82240 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 17, 2022 (the "Mortgage") which has been recorded in SHERIDAN County, State of Wyoming, as follows:

on 08/22/2022 as Document #2022-780997.

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

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 1198 LOWER PRAIRIE DOG ROAD, SHERIDAN, WY 82801.

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

Loan will now be regular monthly principal and interest payments starting 11-15-2024 with a new maturity date of 10-15-2049. Rate is adjusted to 8.25% fixed for 5 years then adjusting to FHLB 5 year + 4.269 every 5 years.

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 endorser 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 14, 2024.

GRANTOR:

THE BLUFFS LLC

By: Deborah Shepardson
DEBORAH SHEPARDSON, Member of THE BLUFFS LLC

LENDER:

PINNACLE BANK WYOMING

* Jordan Asmus
Jordan Asmus, Loan Officer / Credit Analyst



MODIFICATION OF MORTGAGE
(Continued)

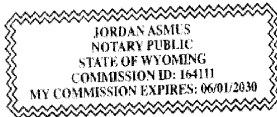
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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of WY

County of Coshen

This instrument was acknowledged before me on 10-13-24 (date) by DEBORAH SHEPARDSON, Member of THE BLUFFS LLC.



[Signature]
(Notarial Signature)

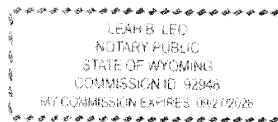
My commission expires: 6-10-30

LENDER ACKNOWLEDGMENT

State of WYOMING

County of GOSIEN

This instrument was acknowledged before me on 10/14/24 (date) by Jordan Asmus as Loan Officer / Credit Analyst of Pinnacle Bank Wyoming.



[Signature]
(Notarial Signature)

My commission expires: 9/27/28

EXHIBIT "A"
LEGAL DESCRIPTION

Township 58 North, Range 82 West, 6th P.M., Sheridan County, Wyoming

Section 31: Lots 2 and 3, SE1/4NW1/4, NE1/4SW1/4, N1/2SE1/4, E1/2NE1/4

AND

That portion of the S1/2S1/2 of Section 31, Township 58 North, Range 82 West of the 6th P.M., Sheridan County, Wyoming, lying north and west of a line being more particularly described as follows:

Commencing at the southwest corner of said Section 31; thence N00°14'18"E, 1080.38 feet along the west line of said Section 31 to the POINT OF BEGINNING; thence S69°22'30"E, 811.93 feet to a point; thence N75°35'59"E, 918.25 feet to a point; thence N70°23'19"E, 233.15 feet to a point; thence N71°55'10"E, 552.68 feet to a point; thence S82°09'01"E, 241.83 feet to a point; thence S58°46'29"E, 448.00 feet to a point; thence S80°36'03"E, 271.19 feet to a point; thence S65°16'57"E, 898.44 feet to a point, said point lying on the westerly line of a tract of land recorded in Book 373 of Deeds, Page 546, said westerly line described along an existing fence line; thence N38°50'49"W, 348.94 feet along said westerly line to a point; thence N49°09'30"E, 750.08 feet along said westerly line to the POINT OF TERMINUS; said point being N75°46'51"W, 6331.34 feet from the southeast corner of said Section 32 [said portion purportedly contains 28.5 acres or land, more or less. Bearings are grid: Grid North = True North at longitude 106°51'17.336"W (NAD 83)].

Township 58 North, Range 83 West, 6th P.M., Sheridan County, Wyoming

Section 23: SE1/4SE1/4 and that portion of the NE1/4SE1/4, W1/2SE1/4 and E1/2SW1/4, lying south of Lower Prairie Dog County Road (No. 1211).

Section 24: That portion of the SW1/4 lying north of the Burlington Northern Santa Fe Railroad right-of-way and south of Sheridan County Road No. 1211, known as the Lower Prairie Dog Road.

Section 25: S1/2NW1/4, N1/2SW1/4; S1/2SW1/4

Section 26: NW1/4, E1/2SW1/4, SW1/4SE1/4, **EXCEPT** all of that portion of the NW1/4 lying West of the centerline of Prairie Dog Road #1211 as previously conveyed by Warranty Deed recorded in Book 386 of Deeds, Page 558.

Section 26: E1/2SE1/4, NW1/4SE1/4, S1/2NE1/4

Section 26: N1/2NE1/4, **EXCEPT** a 20 acre tract described as follows:

A tract of land located in the N1/2NE1/4 of Section 26, Township 58 North, Range 83 West, 6th P.M., Sheridan County, Wyoming described as follows:

Beginning at a point on the Northerly fence line of said Section 26 located South 87°57'48" East, 101.25 feet from a fence corner at the N1/4 corner of said Section 26; thence along said Northerly line South 87°57'48" East, 1250.75 feet to a fence corner; thence South 89°49'35" East, 137.79 feet to a point on the Westerly line of a railroad spur easement recorded in Book 181, Page 397; thence along said Westerly line through a curve to the left having a radius of 2069.88 feet, an arc length of 684.88 feet and chord South 27°40'03" West, 681.77 feet, to a point; thence South 71°48'42" East, 75.00 feet to a point; thence through a curve to the left having a radius 1994.88 feet, arc length of 684.16 feet, and chord South 8°21'48" West, 680.81 feet to a point on the Southerly line of said N1/2NE1/4; thence along said Southerly line, North 89°12'21" West, 100.00 feet to a point; thence leaving said Southerly line, North 35°03'41" West, 1642.28 feet to the point of beginning.

Section 35: N1/2, **EXCEPT** that portion lying West of Lower Prairie Dog Creek Road (County Road #1211) as conveyed by Warranty Deed recorded in Book 503 of Deeds, Page 659, being more particularly described as follows:



A tract of land situated in the W1/2NW1/4 of Section 35, Township 58 North, Range 83 West, 6th Principal Meridian, Sheridan County, Wyoming, said tract being more particularly described as follows:

BEGINNING at the Northwest corner of Section 35 (monumented with a 3 1/4" aluminum cap per PLS 6594); thence S89°20'13"E, 1,328.50 feet, along the north line of said Section 35 to a point in the Right of Way of the Lower Prairie Dog Road (AKA County Road No. 1211) witnessed by a 2" aluminum cap per PLS 2615 bearing N89°20'13"W a distance of 65.64 feet; thence S27°17'55"W, 233.68 feet to a point lying in said Right of Way; thence S24°13'53"W, 966.56 feet to a point lying in said Right of Way; thence S31°25'23"W, 456.99 feet to a point lying in said Right of Way; thence S54°30'13"W, 293.81 feet to a point lying in said Right of Way; thence S67°58'09"W, 243.29 feet to a point lying in said Right of Way; thence S60°02'02"W, 99.94 feet to a point lying in said Right of Way and lying on the West line of said Section 35 witnessed by a 2" aluminum cap per PLS 2615 bearing N01°06'33"W a distance of 69.10 feet; thence N01°06'33"W, 1,806.53 feet along said west line to the POINT OF BEGINNING (Encompassing 35.01 Acres of land more or less, Bearings are Grid: Grid north=Geodetic north at Longitude 106°51'17"W).

ASL

Section 36: ALL