



2023-788906 11/17/2023 1:51 PM PAGE: 1 OF 5
FEES: \$24.00 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 November 17, 2023. The parties and their addresses are:

MORTGAGOR:

DEVIN WAYNE DAUGAARD

120 Meade Creek Rd
Sheridan, WY 82801

CAITLIN ANN DAUGAARD

husband and wife
120 Meade Creek Rd.
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 November 10, 2020 and recorded on November 12, 2020 (Security Instrument). The Security Instrument was recorded in the records of Sheridan County, Wyoming at 2020-763749 and covered the following described Property:

See attached Schedule 'C'

The property is located in Sheridan County at 120 Meade Creek Rd., Sheridan, Wyoming 82801.

Daugaard Construction LLC
Wyoming Real Estate Modification
WY/4XTLARSENO000000003181025N

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Initials 
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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 November 10, 2020, from Daugaard Construction LLC (Borrower) to Lender, with a maximum credit limit of \$250,000.00 and maturing on March 20, 2024.

(b) Future Advances. All future advances from Lender to Daugaard Construction LLC under the Specific Debts executed by Daugaard Construction LLC 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 Daugaard Construction LLC 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 Daugaard Construction LLC 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.

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:

Devin Wayne Dugaard (Seal)
Devin Wayne Dugaard

Date 11/17/23

Caitlin Ann Dugaard (Seal)
Caitlin Ann Dugaard

Date 11/17/23

LENDER:

First Federal Bank & Trust

By Lee Kahm (Seal)
Lee Kahm, Vice President

Date 11/17/2023

CB

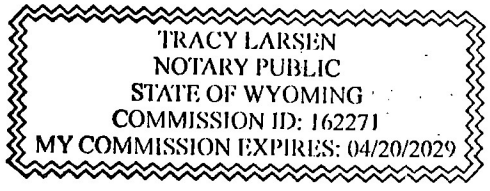


ACKNOWLEDGMENT
County Sheridan OF State OF Wyoming ss.

This instrument was acknowledged before me this 17th day of November, 2023 by Devin Wayne Daugaard, and Caitlin Ann Daugaard, husband and wife.

My commission expires: 4/20/29

(Notary Public)

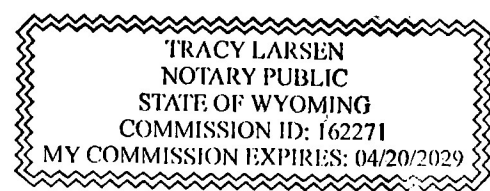


(Lender Acknowledgment)
County Sheridan OF State OF Wyoming ss.

This instrument was acknowledged before me this 17th day of November, 2023 by Lee Kahm as Vice President of First Federal Bank & Trust.

My commission expires: 4/20/29

(Notary Public)



SCHEDULE 'C'

A tract of land situated in the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 8, Township 54 North, Range 83 West of the Sixth Principal Meridian, Sheridan County, Wyoming, described as follows:

Beginning at a point at the intersection of the Easterly right of way line of Interstate 90 Highway and the Southerly right of way line of the Meade Creek County Road, said point also being located the following courses and distances from the Northwest corner of the S $\frac{1}{2}$ NW $\frac{1}{4}$ of said Section 8; N89°18'E, 2596.2 feet, thence S30°00'E, 795.5 feet, thence S51°08'E, 479.3 feet, thence S22°50'E, 595.3 feet; thence along said Easterly right of way line of said I-90 Highway, S22°50'E, 566.5 feet, thence S31°00'E, 517.1 feet to the East boundary of said NW $\frac{1}{4}$ SE $\frac{1}{4}$, thence N6°29'E, 698 feet to a point on the South boundary of abandoned County Road, thence S84°31'W, 64 feet to a point, thence N4°45'E, 182 feet, more or less, to the Southerly boundary of said Meade Creek County Road, thence along said boundary N60°58'W, 54.6 feet, thence along 7°30' curve to the left, which cord bears N81°12'W, 451 feet more or less, to a point on the Southerly right of way line of said Meade Creek Road, thence S72°35'W, 5.5 feet to the point of beginning.



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FIRST FEDERAL BANK & TRUST 1575 SHILOH RD STE F
BILLINGS MT 59106-1712