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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 July 1, 2021. The parties and their addresses are:

**MORTGAGOR:**  
**RICHARD J MACK**  
252 KOOI ST  
SHERIDAN, WY 82801-0000

**LENDER:**  
**FIRST NORTHERN BANK OF WYOMING**  
Organized and existing under the laws of Wyoming  
29 N. Gould Street  
Sheridan, WY 82801

**1. BACKGROUND.** Mortgagor and Lender entered into a security instrument dated 07/16/2020 and recorded on 07/17/2020 (Security Instrument). The Security Instrument was recorded in the records of SHERIDAN County, Wyoming at 2020-760140 and covered the following described Property:

SEE EXHIBIT "A"

The property is located in SHERIDAN County at 240 W KOOI STREET, SHERIDAN, Wyoming 82801.

**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. 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 renewal note or other agreement, No. 300019442, dated July 1, 2021, from Mortgagor to Lender, with a loan amount of \$406,722.18 and maturing on August 1, 2045.

(b) 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 Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.

(c) 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.

**4. AGREEMENT TO ARBITRATE.** Lender or Mortgagor may submit to binding arbitration any dispute, claim or other matter in question between or among Lender and Mortgagor that arises out of or relates to this Transaction (Dispute), except as otherwise indicated in this section or as Lender and Mortgagor agree to in writing. For purposes of this section, this Transaction

includes this Modification and any other document relating to the Secured Debts, and proposed loans or extensions of credit that relate to this Modification. Lender or Mortgagor will not arbitrate any Dispute within any "core proceedings" under the United States bankruptcy laws.

Lender and Mortgagor must consent to arbitrate any Dispute concerning the Secured Debt secured by real estate at the time of the proposed arbitration. Lender may foreclose or exercise any powers of sale against real property securing the Secured Debt underlying any Dispute before, during or after any arbitration. Lender may also enforce the Secured Debt secured by this real property and underlying the Dispute before, during or after any arbitration.

Lender or Mortgagor may, whether or not any arbitration has begun, pursue any self-help or similar remedies, including taking property or exercising other rights under the law; seek attachment, garnishment, receivership or other provisional remedies from a court having jurisdiction to preserve the rights of or to prevent irreparable injury to Lender or Mortgagor; or foreclose against any property by any method or take legal action to recover any property. Foreclosing or exercising a power of sale, beginning and continuing a judicial action or pursuing self-help remedies will not constitute a waiver of the right to compel arbitration.

The arbitrator will determine whether a Dispute is arbitrable. A single arbitrator will resolve any Dispute, whether individual or joint in nature, or whether based on contract, tort, or any other matter at law or in equity. The arbitrator may consolidate any Dispute with any related disputes, claims or other matters in question not arising out of this Transaction. Any court having jurisdiction may enter a judgment or decree on the arbitrator's award. The judgment or decree will be enforced as any other judgment or decree.

Lender and Mortgagor acknowledge that the agreements, transactions or the relationships which result from the agreements or transactions between and among Lender and Mortgagor involve interstate commerce. The United States Arbitration Act will govern the interpretation and enforcement of this section.

The American Arbitration Association's Commercial Arbitration Rules, in effect on the date of this Modification, will govern the selection of the arbitrator and the arbitration process, unless otherwise agreed to in this Modification or another writing.

**5. WAIVER OF TRIAL FOR ARBITRATION.** Lender and Mortgagor understand that the parties have the right or opportunity to litigate any Dispute through a trial by judge or jury, but that the parties prefer to resolve Disputes through arbitration instead of litigation. If any Dispute is arbitrated, Lender and Mortgagor voluntarily and knowingly waive the right to have a trial by jury or judge during the arbitration.

**SIGNATURES.** By signing, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

**MORTGAGOR:**

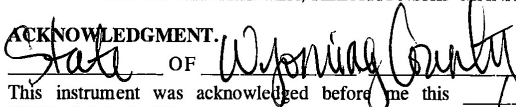
  
RICHARD J MACK

**LENDER:**

First Northern Bank of Wyoming

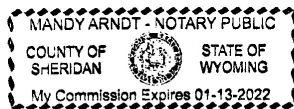
By   
DAVID MACALISTER, RELATIONSHIP MANAGER


**ACKNOWLEDGMENT.**

 OF Wyoming County OF Sheridan ss.  
This instrument was acknowledged before me this 10th day of July, 2021 by  
RICHARD J MACK.

My commission expires:

  
(Notary Public)



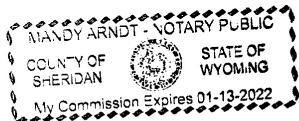
  
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(Lender Acknowledgment)

State OF Wyoming, County of Sheridan,  
This instrument was acknowledged before me this 07th day of July, 2021 by DAVID  
MACALISTER as RELATIONSHIP MANAGER of First Northern Bank of Wyoming.

My commission expires:

(Notary Public)



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## Exhibit A

Lot 7, Block 15, and that part of Block 16 described as follows: Commencing at a point on the North line of said Block 16, 300 feet westerly from the Northeast corner of said Block, thence Southeasterly parallel to the Easterly line of said Block 380 feet, thence Westerly parallel to the North line of said Block 920 feet, more or less, to a point on the Westerly line of said Block 16, thence Northeasterly along the Westerly line of said Block to the southerly line of Kooi Street and the North line of said Block 16, and thence Easterly along the Southerly line of said Kooi Street to the point of beginning.

EXCEPTING that portion of said Lot 7, Block 15 and that portion of Block 16, described as follows: Commencing at a point on the North line of said Lot 7, said point being located 1058 feet Southwesterly from the Northeast corner of said Block 16, thence Southwesterly along the North boundary line of said Lot 7, to the Northwesterly corner of said Lot 7, thence Southeasterly along the Southwesterly boundary line of said Lot 7 (being the Northeast boundary line of Lot 6 in said Block 15) to the South corner of said Lot 7, said corner also being on the Westerly line of said Block 16, thence Southwesterly along said Westerly line of said Block 16 to a point located 370 feet (Vertical distance from said North line of said Block 15, thence Northeasterly parallel to said North line of said Blocks 15 and 16, a distance of 108.5 feet, more or less, to a point, thence Northwesterly a distance of 385 feet, more or less, to the point of beginning.

All in the Suburban Homes Company Addition to the City of Sheridan, Sheridan County, Wyoming.

**NO. 2021-770513 MODIFICATION OF MORTGAGE**  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
FIRST NORTHERN BANK OF WYOMING 29 N GOULD ST  
SHERIDAN WY 82801