

## ASSUMPTION OF NOTE AND MORTGAGE

WHEREAS, on August 15, 2022, a Note in favor of First Northern Bank, was executed by Steven Nelson and Amanda Nelson and Valley Meat 2, LLC in the face amount of \$1,139,706.00 with a Loan Number 372009734 ("Note"); and

WHEREAS, the Note is secured by a Mortgage dated August 15, 2022 in the original amount of \$1,139,706.00 and recorded as Instrument No. 2022-780883 on August 17, 2022 (hereinafter called the "Mortgage").

WHEREAS, the Mortgage, which has two Mortgagors, Steven Nelson and Amanda Nelson, creates a lien on the property known as:

**A tract of land situated in the NE¼NW¼ of Section 19, Township 57 North, Range 86 West, 6<sup>th</sup> P.M., Sheridan County, Wyoming, said tract of land being more particularly described as follows:**

**Commencing at the north quarter corner of said Section 19 (Monumented with a 3¼" Aluminum Cap per PLS 2615); thence S00°19'22"W, 959.76 feet to the POINT OF BEGINNING of said tract (Monumented with a 1½" Aluminum Cap per PLS 2615) said point being the northeasterly corner of a tract of land described in Book 473 of Deeds, Page 218; thence S58°54'49"W, 498.97 feet along the southerly line of said tract described in Book 473 of Deeds, Page 218 to a point (Monumented with a 1½" Aluminum Cap per PLS 2615), said point being the southeast corner of said tract; thence N32°38'58"W, 226.17 feet along the westerly line of said tract to a point (Monumented with a 1½" Aluminum Cap per PLS 2615), said point being the northwest corner of said tract; thence N57°53'09"E, 298.61 feet along the northerly line of said tract to a point (Monumented with at 1½" Aluminum Cap per PLS 2615); thence S86°00'23"E, 54.12 feet along said northerly line of said tract to a point (Monumented with at 1½" Aluminum Cap per PLS 2615), said point being the northwesterly corner of a tract of land described in Book 516 of Deeds, Page 275; thence N63°55'11"E, 269.96 feet along the northerly line of said tract described in Book 516 of Deeds, Page 275 to a point lying on a fence line, said point being the northeast corner of said tract; thence S00°00'57"W, 206.46 feet along the east line of said tract and said fence line to the POINT OF BEGINNING of said tract.**

The property is located in SHERIDAN County at 297 STATE HWY 343, DAYTON, Wyoming 82836 (hereinafter called "Mortgaged Property");

WHEREAS, the Note and Mortgage have been transferred under a restructuring of Valley Meat 2, LLC which changes the two members from Steven Nelson and Amanda Nelson to Darrell Bocek and Wendy Bocek and First Northern Bank consents to and it is mutually agreed to have the Note and Mortgage assumed by Co-Borrowers; and



2023-788718 11/9/2023 4:23 PM PAGE: 2 OF 3  
FEES: \$18.00 PK ASSUMPTION  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

WHEREAS, as part of the restructure, the ownership of the Mortgaged Property is also transferring to the new co-borrowers as part of the transaction;

WHEREAS, all other terms and conditions of said Note shall remain unchanged with the exception of the new Note Amount of \$1,082,590.29 as set forth in the Loan Modification Agreement.

NOW, THEREFORE, with value of consideration received, it is mutually understood and agreed that Darrell Bocek and Wendy Bocek will assume the Note and become obligated under all terms and conditions of the Note and related loan documents. All other terms and conditions shall remain unchanged. The assumption of the Note and Mortgage by Darrell Bocek and Wendy Bocek is based on the following conditions:

Upon consummation of the Assumption, First Northern Bank will release Steven Nelson and Amanda Nelson as co-borrowers on the Note and Mortgage.

The remaining debt shall remain secured by Mortgage.

Darrell Bocek and Wendy Bocek hereby assumes and agrees to pay the indebtedness evidence by the Note and Mortgage. Darrell Bocek and Wendy Bocek agrees to assume, be liable for, and be bound by all of the obligations and covenants in the Note and Mortgage and all associated Loan Documents as set forth in the Debt Modification Agreement.

Nothing contained in or done pursuant to this Assumption Agreement shall affect or be construed to affect the lien, charge or encumbrance of the Note and Mortgage on the Mortgaged Property or its priority over other liens, charges or encumbrances.

This Assumption shall be recorded with the Sheridan County Clerk.

We affix our hand this 9<sup>th</sup> day of November, 2023.

  
\_\_\_\_\_  
Darrell Bocek

  
\_\_\_\_\_  
Wendy Bocek

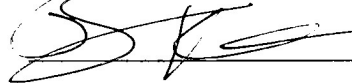
Approved by: First Northern Bank

  
\_\_\_\_\_  
Payton K. Davis, Relationship Manager

STATE OF WYOMING

COUNTY OF SHERIDAN

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of November, 2023, by Darrell Bocek and Wendy Bocek.

, Notary Public

My Commission Expires: 5-13-28

(Notarial Seal)

