RECORDATION REQUESTED BY: COWBOY STATE BANK PO BOX 789 515 US HWY 14

515 US HWY 14 RANCHESTER, WY 82839

WHEN RECORDED MAIL TO:

COWBOY STATE BANK PO BOX 789 515 US HWY 14 RANCHESTER, WY 82839

SEND TAX NOTICES TO: COWBOY STATE BANK PO BOX 789 515 US HWY 14 RANCHESTER, WY 82839



2024-789879 1/23/2024 3:03 PM PAGE: 1 OF 2 FEES: \$15.00 PK MODIFICATION OF MORTGAGE EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 19, 2024, is made and executed between DREW WILLIAM HOMOLA, (referred to below as "Grantor") and COWBOY STATE BANK, whose address is PO BOX 789, 515 US HWY 14, RANCHESTER, WY 82839 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 22, 2023 (the "Mortgage") which has been recorded in SHERIDAN County, State of Wyoming, as follows:

RECORDED IN THE OFFICE OF THE SHERIDAN COUNTY CLERK ON 12/22/2023 AS # 2023-789475 IN THE AMOUNT OF \$870,000.00 IN PK MORTGAGE PAGE 1 OF 6.

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

LOTS 8 AND 9, WRENCH RANCH PROPERTIES THIRD DEVELOPMENT, PHASE ONE, SUBDIVISION, SHERIDAN COUNTY, WYOMING RECORDED IN BOOK W OF PLATS, PAGE 72

The Real Property or its address is commonly known as 3900 YELLOWTAIL DRIVE, SHERIDAN, WY 82839. The Real Property tax identification number is R0031227.

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

INCREASE PRINCIPAL AMOUNT TO \$923,000.00

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 retein as liable all parties to the Mortgage and all parties, makers and endorsers 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.

CROSS-COLLATERALIZATION.. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as wall as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter enising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unflquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 19, 2024.

GRANTOR

DREW WILLIAM HOMOLA

LENDER:

COWBOY STATE BANK

Authorized Signer



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MODIFICATION OF MORTGAGE

Loan No: 2023071CIT

(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

This instrument was acknowledged before me on Jan 22, 2624 (date) by DREW WILLIAM HOMOLA.

HAILEY FLOYNING NOTARY PUBLIC STATE OF WYOMING COMMISSION ID# 168382 MY COMMISSION EXPIRES APRIL 13 2029

Harly Loyning
(Notarial Signature)

My commission expires: April 13 2029

LENDER ACKNOWLEDGMENT

State of WYOMING

County of SHERIDAN

1-22-2024 (date) by PHLLIP HASTINGS LOAN This instrument was acknowledged before me on ______

OFFICER of COWBOY STATE BANK.

My commission expires: 9-16-2029

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> NO. 2024-789879 MODIFICATION OF MORTGAGE EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK COWBOY STATE BANK 515 US HIGHWAY 14

RANCHESTER WY 82839-5017