

RECORDATION REQUESTED BY:

First Interstate Bank
Sheridan Sugarland Branch
1613 Coffeen Avenue
P. O. Box 6499
Sheridan, WY 82801-1899

WHEN RECORDED MAIL TO:

First Interstate Bank
Sheridan Sugarland Branch
1613 Coffeen Avenue
P. O. Box 6499
Sheridan, WY 82801-1899



2023-789095 11/29/2023 10:38 AM PAGE: 1 OF 2
FEES: \$18.00 PK MODIFICATION OF MORTGAGE
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 17, 2023, is made and executed between Eaton Brothers Incorporated, a Wyoming corporation, whose address is 270 Eaton Ranch Rd., Wolf, WY 82844 (referred to below as "Grantor") and First Interstate Bank, whose address is 1613 Coffeen Avenue, P. O. Box 6499, Sheridan, WY 82801-1899 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 15, 2020 (the "Mortgage") which has been recorded in Sheridan County, State of Wyoming, as follows.

Recorded May 29, 2020 as Document No. 2020-758626 in the official records of Sheridan County, Wyoming

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

Township 55 North, Range 86 West, 6th PM, Sheridan County, Wyoming:
Section 3: Lot 4, SW1/4NW1/4
Section 4: All EXCEPT SE1/4SE1/4
Section 5: ALL
Section 9: NW1/4NE1/4, W1/2
Township 56 North, Range 86 West, 6th PM, Sheridan County, Wyoming:
Section 21: ALL EXCEPT E1/2SE1/4
Section 26: A tract of land situate in S1/2SW1/4 described as follows: Beginning at the Southwest corner of Section 26 T.56N R.86W 6th P.M., thence North 1,057 feet to the center of the County Road, thence South 58°15'E. 2,006 feet, along the center line of said County Road to the South line of said Section 26, then West 1,705 feet, to the point of beginning.
Section 27: S1/2S1/2
Section 28: W1/2 and Beginning at a point 388 feet South of the Northeast corner of the SE1/4 of Section 28; thence S82° West 780 feet; thence South 38°30' West 210 feet; thence South 49°45' East 1186 feet to the intersection with section line; thence North on Section line 1040 feet to the place of beginning.
Section 29: ALL
Section 32: ALL
Section 35: W1/2NW1/4

The Real Property or its address is commonly known as 270 Eaton Ranch Rd, Wolf, WY 82844.

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

EXTENDED MATURITY DATE TO NOVEMBER 30, 2024.

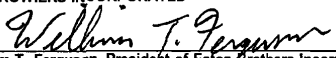
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 endorers 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.

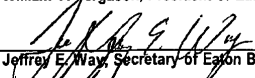
ILLEGAL ACTIVITY/FORFEITURE. Grantor represents and warrants to Lender that: (a) No portion of the Property has been or will be purchased, improved, equipped or furnished with proceeds of any illegal activity (whether under local, state or federal law) and to the best of Borrower's knowledge, there are no illegal activities or activities relating to controlled substances at the Property (including, without limitation, any growing, distributing, processing, storing and/or dispensing of marijuana), and (b) There has not been and shall never be committed by Borrower or any other person in occupancy of or involved with the operation or use of the Property any act or omission affording the federal government or any state or local government the right of forfeiture as against the Property or any part thereof or any monies paid in performance of Borrower's obligations under this Agreement, the Note, the Security Instrument or the other Loan Documents. Borrower hereby covenants and agrees not to commit, permit or suffer to exist any act or omission affording such right of forfeiture. Borrower also hereby covenants and agrees that it shall not commit, permit or suffer to exist any illegal activities or activities relating to controlled substances at the Property (including, without limitation, any growing, distributing, processing, storing and/or dispensing of marijuana).

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 17, 2023.

GRANTOR:

EATON BROTHERS INCORPORATED

By: 
William T. Ferguson, President of Eaton Brothers Incorporated

By: 
Jeffrey E. Way, Secretary of Eaton Brothers Incorporated

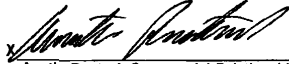


MODIFICATION OF MORTGAGE
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LENDER:

FIRST INTERSTATE BANK

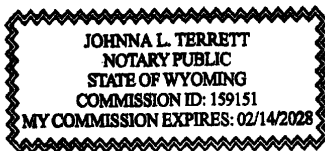


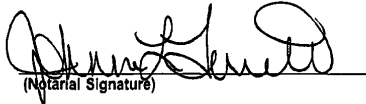
Austin Reutzel, Commercial Relationship Manager I

CORPORATE ACKNOWLEDGMENT

State of Wyoming
County of Sheridan

This instrument was acknowledged before me on Nov 17, 2023 (date) by William T. Ferguson, President of Eaton Brothers Incorporated and Jeffrey E. Way, Secretary of Eaton Brothers Incorporated.



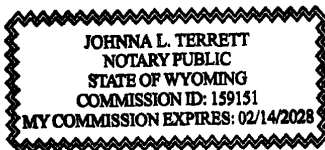

(Notarial Signature)

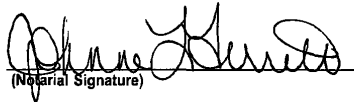
My commission expires: 2-14-2028

LENDER ACKNOWLEDGMENT

State of Wyoming
County of Sheridan

This instrument was acknowledged before me on Nov 17, 2023 (date) by Austin Reutzel as Commercial Relationship Manager I of First Interstate Bank.




(Notarial Signature)

My commission expires: 2-14-2028