

**2021-765231** 1/4/2021 12:34 PM PAGE: 1 OF 2 FEES: \$15.00 SM MODIFICATION OF MORTGAGE EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

### RECORDATION REQUESTED BY:

First Interstate Bank Sheridan Downtown Branch 4 South Main Street P. O. Box 2007 Sheridan, WY 82801-2007

### WHEN RECORDED MAIL TO:

First Interstate Bank Sheridan Downtown Branch 4 South Main Street P. O. Box 2007 Sheridan, WY 82801-2007

FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 28, 2020, is made: and we recuted between Marcia Harper, fka Marcia Michelle Harber, a single person, whose address is 12 Hosseshoe Ln. Sheridan, WY 82801 (referred to below as "Grantor") and First Interstate Bank, whose address is 4 South Main Street, P. O. Box 2007, Sheridan, WY 82801-2007 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 28, 2016 (the "Mortgage") which has been recorded in Sheridan County, State of Wyoming, as follows:

Recorded January 29, 2016, Instrument No. 2016-724777, Book 922, Page 476, County of Sheridan, Wyoming.

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

The East one-half of Lot 5, Reynolds Subdivision. A Subdivision in Sheridan County, Wyoming, as recorded in Book 1 of Plats, Page 200.

The Real Property or its address is commonly known as 12 Horseshoe Ln, Sheridan, WY 82801.

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

Extending Maturity date to November 5, 2025.

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 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.

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 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 DECEMBER 28, 2020.

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LENDER:

FIRST INTERSTATE BANK

Marlin 1 Norling Commercial Relationship



2021-765231 1/4/2021 12:34 PM PAGE: 2 OF 2 FEES: \$15.00 SM MODIFICATION OF MORTGAGE EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

# **MODIFICATION OF MORTGAGE** (Continued)

Page 2

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF WYOMING

My commission expires: Tuly 9th 2024

## LENDER ACKNOWLEDGMENT

This instrument was acknowledged before me on December 18 (date) by Marlin L Norling as Commercial Relationship Manager Il of First Interstate Bank.

CHRISTINA G. ELS - NOTARY PUBLIC

20.1.0.034

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