**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

**2023-789528** 12/28/2023 10:38 AM PAGE: 1 OF 2
FEES: $33.00 PK MODIFICATION OF MORTGAGE
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

FOR RECORDER'S USE ONLY

First Interstate Bank

# MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE dated November 30, 2023, is made and executed between Carlton Construction LLC, a Wyoming limited liability company, whose address is 86 Club House Drive, 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 26, 2022 (the "Mortgage") which has been recorded in Sheridan County, State of Wyoming, as follows:

**2022-776102 Recorded February 01, 2022 Page 1 of 7 in the Office of the Sheridan County Clerk.**

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

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15,16,17,19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, and 30 of Sheridan Ranch Development, a subdivision located in Sheridan County, Wyoming, recorded on December 10th 2021, In Plat Book S, Page 167.

The Real Property or its address is commonly known as Lots 1-13, 15-17, 19-30 of Sheridan Ranch Development f/k/a Cloud Peak Ranch 22nd Filing Tract B, Sheridan, WY 82801. The Real Property tax identification number is 56842910600231.

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

**Extend Maturity Date to April 26, 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 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 30, 2023.**

**GRANTOR:**

**CARLTON CONSTRUCTION LLC**

**By:** _____
**Douglas C. Carlton, Member of Carlton Construction LLC**

**LENDER:**

**FIRST INTERSTATE BANK**

X _____
**Stacy Arnold, CRMII**

## LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

**2023-789528** 12/28/2023 10:38 AM PAGE: 2 OF 2
FEES: $33.00 PK MODIFICATION OF MORTGAGE
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

State of Wyoming
County of Sheridan

This instrument was acknowledged before me on 11/30/2023 (date) by **Douglas C. Carlton, Member of Carlton Construction LLC.**

JOHNNA L. TERRETT
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 159151
MY COMMISSION EXPIRES: 02/14/2028

(Notarial Signature)

My commission expires: 2/14/2028

## LENDER ACKNOWLEDGMENT

State of Wyoming
County of Sheridan

This instrument was acknowledged before me on 11/30/2023 (date) by **Stacy Arnold** as **CRMII** of **First Interstate Bank.**

JOHNNA L. TERRETT
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 159151
MY COMMISSION EXPIRES: 02/14/2028

(Notarial Signature)

My commission expires: 2-14-2028

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