

2025-798598 4/21/2025 10:30 AM PAGE: 1 OF 3 FEES: \$18.00 SM MODIFICATION OF MORTGAGE EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

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MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 18th day of April, 2025, between Eckard Investments LLC, a Wyoming Limited Liability Company, whose address is 369 2nd W Pkwy, Sheridan, Wyoming 82801 ("Mortgagor"), and First Federal Bank & Trust whose address is 671 Illinois Street, Sheridan, Wyoming 82801 ("Lender").

First Federal Bank & Trust and Mortgagor entered into a Mortgage dated April 17, 2024 and recorded on April 18, 2024, filed for record in the records of the County of Sheridan, State of Wyoming with Document Number 2024-791448 ("Mortgage"). The Mortgage covers the following described real property:

Address: 401 W 13th St, Sheridan, Wyoming 82801

Legal Description: A Tract of Land referred to as Tract "B" on the Boundary Line Adjustment recorded December 19th, 2023, in Drawer A, Plat No. 717 and being the East Half of Lots 1 and 2, Block 10, Downer's Addition, Sheridan County, Wyoming; being more particularly described as follows:

Beginning at the Southeast Corner of said Lot 1; thence N 89°31'51" W along the South line of Lot 1 for a distance of 61.50 feet; thence N 0°37'53" W for a distance of 80.00 feet to a point on the North line of said Lot 2; thence S 89°31'51" E along the North line of Lot 2 for a distance of 61.50 feet to the Northeast corner of said Lot 2; thence S 0°37'53" E along the East line of Lot 2 and Lot 1 for a distance of 80.00 feet to the point of beginning.

It is the express intent of the Mortgagor and Lender to modify the terms and provisions set forth in the Mortgage. Mortgagor and Lender hereby agree to modify the Mortgage as follows:

• The maturity date is being extended to April 20, 2026.

Mortgagor and Lender agree that the Mortgage including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Property. Nothing contained herein shall in any way impair the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Mortgage it being the intent of Mortgagor and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Mortgage.

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Mortgage modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Mortgagor who signed the original Mortgage does not sign this Agreement, then all Mortgagors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement 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.

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This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing below, Mortgagor and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

Eckard Investments LLC By: Molly A Eckard By: Ferry E Eckard Its: LLC Member Its: LLC Member **BUSINESS ACKNOWLEDGMENT** STATE OF WYOMING COUNTY OF Sherido This record was acknowledged before me on ______ by Molly A Eckard, LLC Member and Terry E Eckard, LLC Member on behalf of Eckard Investments LLC, a Wyoming Limited Liability Company. My commission expires:. **NOTARY PUBLIC** Identification Number (Official Seal J. KUKAL **NOTARY PUBLIC** STATE OF WYOMING COMMISSION ID: 153790

LENDER: First Federal Bank & Trust

By: Blade Stiller

Its: VP Commercial Lending



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BUSINESS ACKNOWLEDGMENT

STATE OF WYOMING MONTANA

COUNTY OF <u>YEllow</u> bre

This record was acknowledged before me on .

by Blade Stiller, VP Commercial

Lending on behalf of First Federal Bank & Trust, a(n) Bank.

NOTARY PUBLIC
Identification Number

(Official Seal)

My commission expires:



DAWN PICKETT
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
April 30, 2028

THIS INSTRUMENT PREPARED BY:

First Federal Bank & Trust Jami Kukal 671 Illinois Street Sheridan, WY 82801 AFTER RECORDING RETURN TO: Servicing Department First Federal Bank & Trust 671 Illinois Street Sheridan, WY 82801

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