640587 MODIFICATION OF MORTGAGE BOOK 739 PAGE 0776 RECORDED 05/14/2009 AT 03:15 PM AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

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MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is May 12, 2009. The parties and their addresses are:

MORTGAGOR:

JOHN M LEGERSKI An unmarried individual 387 BIG GOOSE ROAD SHERIDAN, WY 82801

LENDER:

FIRST FEDERAL SAVINGS BANK
Organized and existing under the laws of Wyoming
46 West Brundage
Sheridan, WY 82801

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated MAY 14, 1999 and recorded on MAY 19, 1999 (Security Instrument). The Security Instrument was recorded in the records of Sheridan County, Wyoming at BOOK 409 OF MORTGAGES, PAGE 218 AS RECORD NO. 317702 and covered the following described Property:

SEE ATTACHED LEGAL DESCRIPTION

The property is located in Sheridan County at 387 BIG GOOSE ROAD, SHERIDAN, Wyoming 82801.

2. MODIFICATION. For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

- A. Secured Debt. The secured debt provision of the Security Instrument is modified to read:
 - (1) Secured Debts. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

JOHN M LEGERSKI Wyoming Real Estate Modification WY/4XXDMALLI0000000000156014051209N

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Initials / M

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and, replacements. A promissory note or other agreement, No. 01-770076-18, dated May 19, 1999, from JOHN M LEGERSKI and SANDRA R. KOLOS (Borrower) to Lender, with a maximum credit limit of \$8,500.00, with an initial interest rate of 4.500 percent per year (this is a variable interest rate and may change as the promissory note prescribes) and maturing on April 20, 2016. One or more of the debts secured by this Security Instrument contains a future advance provision.

(b) All Debts. All present and future debts from JOHN M LEGERSKI and SANDRA R. KOLOS to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities.

(c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

3. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

SIGNATURES. By signing, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

MORTGAGOR:

JOHN M LEGERSK

Individually

LENDER:

First Federal Savings Bank

Sandy Sanderson, Consumer Loan Officer

ACKNOWLEDGMENT. 778
Individual)
State OF begoning, Courter OF Shereday SS.
This instrument was acknowledged before me this 12th day of may, 2009 t
JOHN M LEGERSKI , an unmarried individual.
My commission expires: 4-14-2013
Dunker Kay Handen
(Notary Public)
2. 00 14 1 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
12. Pun 10. 18.
AN COUNTY WHITE
COUNTY OF THE PROPERTY OF THE
(Lender Acknowledgment)
State of Wyoming, County of Shevidan ss.
This instrument was acknowledged before me this day of,,,
·
BIE My Commission expires:
7-14-10 Willie 11 Alle (Notary Public)
** ** COTAP LITE 1
2 P. P. C. 188
To the County of Marie

EXHIBIT "A"

A tract of land located within the Southeast Quarter of the Southwest Quarter of Section 31, T56N, R84W of the 6th P.M., Sheridan County, Wyoming, described as follows:

Beginning at a point which is N54°39'25"E, 1827.55 feet from the Southwest corner of said Section 31; thence along the Northwesterly boundary of a 29.78 acre tract of land described in Sheridan County Book of Deeds No. 197, Page 230, N61°44'03"E (Original property record N62°37'E), 208.39 feet; thence 841°45'23"E, 421.78 feet; thence 855°51'16"W, 206.36 feet; thence N41°21'09"W, 87.66 feet to a point on the West boundary of said tract (Bk. 197, Pg. 230); thence along the Westerly boundary of said tract N41°21'09"W, 355.41 feet (Original property record N40°30'W, 356 feet) to the point of beginning.

λLSO

A 30' wide easement for purposes of ingress and egress lying 15' each side of the following described centerline:

Beginning at a point on the North R.O.W. line of Highway 331, located N64°17′02″E, 1755.04 feet from the Southwest corner of Section 31; thence N08°21′16″W, 65.31 feet; thence N19°48′13″E, 54.16 feet; thence N62°05′44″E, 49.90 feet; thence N79°41′38″E, 48.99 feet; thence N89°10′28″E, 37.65 feet; thence 887°25′14″E, 27.04 feet; thence 889°40′25″E, 54.83 feet; thence 806°35′44″E, 47.32 feet; thence 878°28′30″E, 42.31 feet; thence 873°56′13″E, 29.16 feet; thence 878°38′35″E, 75.81 feet; thence N12°52′20″E, 71.60 feet; thence N78°20′43″W, 122.06 feet; thence N45°36′55″W, 158.46 feet; to a point located on the Southeasterly line of Tract A, said point located N67°10′22″E, 2044.39 feet from the Southwest corner of Section 31.