

**2015-719381** 5/18/2015 4:40 PM PAGE: **1** OF **3**BOOK: 905 PAGE: 335 FEES: \$18.00 SM MODIFICATION OF MC

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

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# MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is May 8, 2015. The parties and their addresses are:

### **MORTGAGOR:**

**KOLTS FINE SPIRITS, LLLP** 

A Colorado limited liability limited partnership PO BOX 381 CASTLE ROCK, CO 80104-0381

Vested as: Kolts Fine Spirits, LLLP, a Colorado limited liability limited partnership.

#### LENDER:

**SECURITY STATE BANK** 

Organized and existing under the laws of Wyoming 2070 Coffeen Ave Sheridan, WY 82801

- 1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated April 30, 2014 and recorded on May 2, 2014 (Security Instrument). The Security Instrument was recorded in the records of Sheridan County, Wyoming at Doc 2014-711835, Book 882, Pg 76 and covered the following described Property:
- Lot 4, Block 2 of the East Glacier Park Addition, a subdivision in Sheridan County, Wyoming, as filed in Drawer E, Number 12, in the Office of the Sheridan County Clerk.

The property is located in Sheridan County at 644 CROOK ST, 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:

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- (1) Secured Debts and Future Advances. The term "Secured Debts" includes and this Security Instrument will secure each of the following:
  - (a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 82487333, dated April 30, 2014, from Mortgagor to Lender, with a loan amount of \$580,500.00 and maturing on June 30, 2015.
  - (b) Future Advances. All future advances from Lender to Mortgagor under the Specific Debts executed by Mortgagor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Mortgagor either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing.
  - (c) All Debts. All present and future debts from Mortgagor 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. 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. This Modification will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or conform to any limitations of Regulations Z and X that are required for loans secured by the Property.
  - (d) 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:**

KOLTS FINE SPIRITS, LLLP

RØBÉRT ALLEN KOLTISKA, Partner

JASON J KOLTISKA, Partner

\_dUSTIN KOLTISKA. Partner

KOLTS FINE SPIRITS, LLLP
Wyoming Real Estate Modification
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# LENDER:

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EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

Security State Bank

Dale J Brown, **KVP** Loan Officer NMLS 1237543

### ACKNOWLEDGMENT.

STATE OF WYOMING, COUNTY OF SHERIDAN ss.

This instrument was acknowledged before me this 8th day of May 2015 by ROBERT ALLEN KOLTISKA, JASON J KOLTISKA and JUSTIN KOLTISKA as Partner, Partner and Partner of KOLTS FINE SPIRITS, LLLP.

My commission expires:/2/20

GEORGIA FOSNIGHT, NOTARY PUBLI

County of Sheridan

State of Wyoming

MY COMMISSION EXPIRES, DECEMBER 30, 2018

(Lender Acknowledgment)

STATE OF WYOMING, COUNTY OF SHERIDAN ss.

This instrument was acknowledged before me this 8th day of May 2015 by Dale J Brown as AVP Loan Officer

NMLS 1237543 of Security State Bank.

My commission expires:

GEORGIA FOSNIG<u>H</u>T, NOTARY PUBLIC

County of Sheridan

State of Wyoming

MY COMMISSION EXPIRES, DECEMBER 30, 2018

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