



**2019-747617** 1/16/2019 4:25 PM PAGE: 1 OF 4  
BOOK: 995 PAGE: 567 FEES: \$21.00 HLM MODIFICATION OF M  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

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## MODIFICATION OF MORTGAGE

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**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is August 8, 2017. 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 October 2, 2015 and recorded on November 12, 2015 (Security Instrument). The Security Instrument was recorded in the records of Sheridan County, Wyoming at Document No 2015-723290, Book 918, Pages 78-89 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:



(1) Secured Debts. 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. 35587663, dated October 2, 2015, from Mortgagor to Lender, with a modified loan amount of \$44,034.91 and maturing on May 31, 2027. A promissory note or other agreement, No. 82487333, dated April 30, 2014, from Kolts Fine Spirits LLLP (Borrower) to Lender, with a loan amount of \$578,617.93 and maturing on May 31, 2027.

(b) 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, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.

(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:**

KOLTS FINE SPIRITS LLLP

By   
JASON J KOLTISKA, Partner

By   
JUSTIN W KOLTISKA, Partner

**LENDER:**

Security State Bank

By   
Chad E Baker, President NMLS 424255



**ACKNOWLEDGMENT.**

STATE OF WYOMING, COUNTY OF SHERIDAN ss.

This instrument was acknowledged before me this

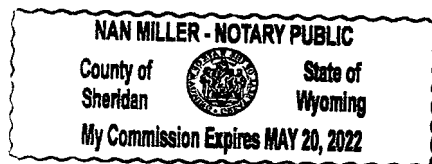
8<sup>th</sup> day of August 2017 by JASON J

KOLTISKA as Partner of KOLTS FINE SPIRITS LLLP.

My commission expires:

May 20, 2022

Nan Miller  
(Notary Public)



STATE OF WYOMING, COUNTY OF SHERIDAN ss.

This instrument was acknowledged before me this

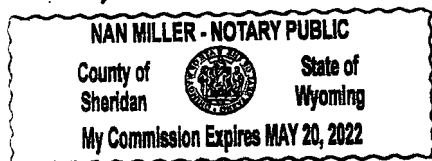
8<sup>th</sup> day of August 2017 by JUSTIN W

KOLTISKA as Partner of KOLTS FINE SPIRITS LLLP.

My commission expires:

May 20, 2022

Nan Miller  
(Notary Public)





(Lender Acknowledgment)

STATE OF WYOMING, COUNTY OF SHERIDAN ss.

This instrument was acknowledged before me this 8<sup>th</sup> day of August 2017 by Chad E Baker as President NMLS 424255 of Security State Bank.

My commission expires:

May 20, 2022

Nan Miller  
(Notary Public)

