

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

FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 25, 2023, is made and executed between Karen L. Powers, not personally but as Trustee on behalf of The Michael M Powers and Karen L Powers Living Trust Dated May 8, 2007, whose address is 208 N Main St, 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 July 19, 2016 (the "Mortgage") which has been recorded in Sheridan County, State of Wyoming, as follows:

Recorded July 19, 2016 as Instrument No. 2016-728252 BK: 933 PG: 583 in Sheridan County, Wyoming.

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

Condo Unit 4 of the Montgomery Building Condominium, as described and defined in that DECLARATION OF CONDOMINIUM OF THE MONTGOMERY recorded on March 4, 2016 in Book 558 at Page 544, and as shown and described on THE MONTGOMERY BUILDING AMENDED/RESTATED CONDOMINIUM MAP recorded March 4, 2016, in Condominium Drawer 1 at Page 24 of the Sheridan County Clerks Office;

TOGETHER WITH an undivided one-thirteenth (1/13th) interest in the general common areas, common elements and common facilities, as established, defined and described in the above-described Declaration and Condominium Map.

The Real Property or its address is commonly known as 104 N Main St, Unit 4, Sheridan, WY 82801.

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

Extend the Maturity Date to September 05, 2028.

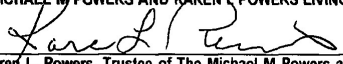
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 OCTOBER 25, 2023.


GRANTOR:

THE MICHAEL M POWERS AND KAREN L POWERS LIVING TRUST DATED MAY 8, 2007

By: 
Karen L. Powers, Trustee of The Michael M Powers and Karen L Powers Living Trust Dated May 8, 2007

LENDER:

FIRST INTERSTATE BANK


X
Stacy Arnold, Commercial Relationship Manager II

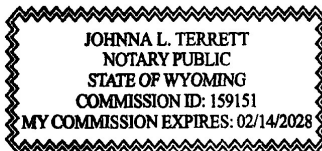
MODIFICATION OF MORTGAGE
(Continued)

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TRUST ACKNOWLEDGMENT

State of Wyoming
County of Sheridan

This instrument was acknowledged before me on Oct 25, 2023 (date) by Karen L. Powers, Trustee of The Michael M Powers and Karen L Powers Living Trust Dated May 8, 2007.



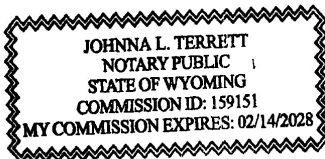
[Signature]
(Notarial Signature)

My commission expires: 2/14/2028

LENDER ACKNOWLEDGMENT

State of Wyoming
County of Sheridan

This instrument was acknowledged before me on Oct 25, 2023 (date) by Stacy Arnold as Commercial Relationship Manager II of First Interstate Bank.



[Signature]
(Notarial Signature)

My commission expires: 2/14/2028