#### **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

# SEND TAX NOTICES TO:

First Interstate Bank Sheridan Downtown Branch 4 South Main Street P. O. Box 2007 Sheridan, WY 82801-2007 2017-735248 6/8/2017 12:49 PM PAGE: 1 OF 2 BOOK: 956 PAGE: 32 FEES: \$15.00 SM MODIFICATION OF MOR EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

FOR RECORDER'S USE ONLY



## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 5, 2017, is made and executed between Karen L Powers, not personally but as Trustee on behalf of Michael M and Karen L Powers Living Trust Dated 05-08-07 (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:

Recording Number 2016-728252 dated 7/19/16, Book 933, Page 583.

**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, Sheridan, WY 82801.

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

Lender and Grantor agree to extend this Mortgage Maturity date to June 5, 2023.

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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 5, 2017.

GRANTOR:

MICHAEL M AND KAREN L POWERS LIVING TRUST DATED 05-08-07

Y: Karen L Powers, Trustee of Michael M and Karen L Powers Living Trust Dated 05-08-07

LENDER:

FIRST INTERSTATE BANK

Richard Destefano, Vice President

- WY

### TRUST ACKNOWLEDGMENT

State of Wyoning

County of Sheudan

This instrument was acknowledged before me on 6517

Powers Living Trust Dated 05-08-07.

(date) by Karen L Powers, Trustee of Michael M and Karen L

(Notarial Signature)

JANETTE E. RICHARDS - NOTARY PUBLIC
COUNTY OF SHERIDAN STATE OF WYOMING
My Commission Expires April 9, 2018

My commission expires: April 9, 70 18

## LENDER ACKNOWLEDGMENT

State of Wyomena

County of Sheudan

This instrument was acknowledged before me on <u>US17</u> (date) by <u>Kichard A. Jostefano</u> Vice President of Ferst-Interstate Bank

JANETTE E. RICHARDS - NOTARY PUBLIC COUNTY OF SHERIDAN STATE OF WYOMING My Commission Expires April 9, 2018

(Notarial Signature)

My commission expires: April 9, 2018

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NO. 2017-735248 MODIFICATION OF MORTGAGE EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK FIB OF SHERIDAN PO BOX 2007 SHERIDAN WY 82801