



**2024-795343** 10/29/2024 9:30 AM PAGE: 1 OF 5  
FEES: \$24.00 PK MODIFICATION OF MORTGAGE  
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 October 25, 2024. The parties and their addresses are:

**MORTGAGOR:**

**ELK VIEW INN WYOMING, LIMITED LIABILITY COMPANY**  
A Wyoming Limited Liability Company  
PO Box 309  
Dayton, WY 82836

**LENDER:**

**FIRST FEDERAL BANK & TRUST**  
Organized and existing under the laws of the United States of America  
671 Illinois Street  
Sheridan, WY 82801

**1. BACKGROUND.** Mortgagor and Lender entered into a security instrument dated July 7, 2021 and recorded on July 8, 2021 (Security Instrument). The Security Instrument was recorded in the records of Sheridan County, Wyoming at as instrumented 2021-770559 and covered the following described Property:

A tract of land located in the South half (S½), Section 7, Township 55 North, Range 88 West of the Sixth Principal Meridian, Sheridan County, Wyoming, more particularly described as follows: Beginning at a point which is located N 01°06'99" E, 1,410.40 feet from the South quarter corner of said Section 7, said point being marked by a 3.25-inch aluminum cap marked AP3 S7 LS5300 2002; thence N 89°50'41" W., 212.60 feet to the East right of Way of U.S. Highway 14, said point being marked by an existing rebar with a cap marked JHSW 102-65; thence N. 89°50'39"W., 106.98 feet to the center of said U.S. Highway 14; thence with said centerline N.

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Elk View Inn Wyoming, LLC  
Wyoming Real Estate Modification  
WY/4BBALDWIN00000000003477025N

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Initials \_\_\_\_\_  
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20°39'10"W., 659.98 feet to a point; thence S. 89°48'07"E., 107.01 feet to the East right of way of said U.S. Highway 14, said point being marked by an existing Wyoming Highway Department Right of Way Monument; thence S. 89°48'07" E., 475.05 feet to a point, said point being marked by a 3.25-inch aluminum cap marked AP2 S7 LS5300 2002 thence S. 89°56'30"E., 66.46 feet to a point, said point being marked by a 3.25-inch aluminum cap marked AP1 S7 LS5300 2002; thence S. 00°21'59"E., 616.98 feet to a point, said point being marked by a 3.25-inch aluminum cap marked AP4 S7 LS5300 2002; thence N. 89°37'06" W., 82.11 feet to the point of beginning.

The property is located in Sheridan County at 4622 US HWY 14, Dayton, Wyoming 82836.

**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, dated July 7, 2021, from Mortgagor to Lender, with a modified loan amount of \$1,440,427.30 and maturing on August 1, 2041.

(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.

*Handwritten signature*



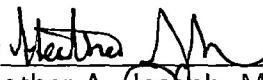
(c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

**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.

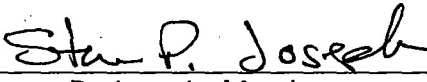
**SIGNATURES.** By signing under seal, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

**MORTGAGOR:**

Elk View Inn Wyoming, Limited Liability Company

By  (Seal)  
Heather A. Joseph, Member

Date 10-25-24

By  (Seal)  
Steven P. Joseph, Member

Date 10-25-24

**LENDER:**

First Federal Bank & Trust

By  (Seal)  
Anthony Tarver, Vice President

Date 10/25/2024





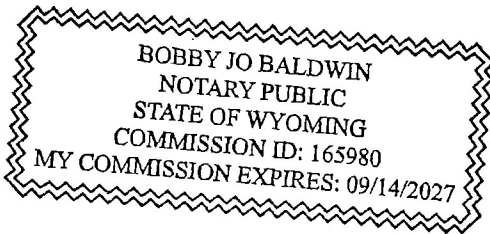
ACKNOWLEDGMENT

State Wyoming OF County OF Sheridan ss.

This instrument was acknowledged before me this 25<sup>th</sup> day of October, 2024 by Heather A. Joseph as Member of Elk View Inn Wyoming, Limited Liability Company.

My commission expires:

Bobby Jo Baldwin  
(Notary Public)

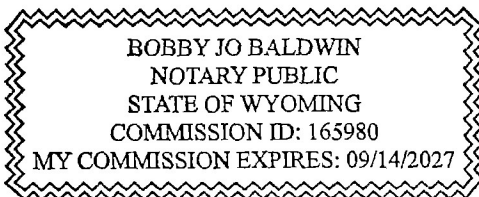


State Wyoming OF County OF Sheridan ss.

This instrument was acknowledged before me this 25<sup>th</sup> day of October, 2024 by Steven P. Joseph as Member of Elk View Inn Wyoming, Limited Liability Company.

My commission expires:

Bobby Jo Baldwin  
(Notary Public)



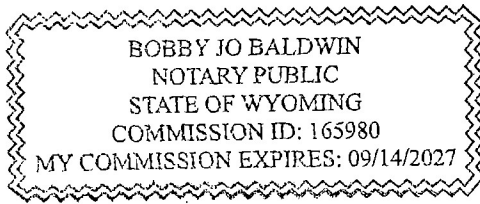


(Lender Acknowledgment)

State Wyoming OF Sheridan County OF Sheridan ss.  
This instrument was acknowledged before me this 25<sup>th</sup> day of  
October, 2024 by Anthony Tarver as Vice President of First  
Federal Bank & Trust.

My commission expires:

Bobby Jo Baldwin  
(Notary Public)



**NO. 2024-795343 MODIFICATION OF MORTGAGE**  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
FIRST FEDERAL BANK & TRUST 1575 SHILOH RD STE F  
BILLINGS MT 59106-1712