

**2024-795498** 11/4/2024 8:21 AM PAGE: 1 OF 4 FEES: \$21.00 SM MODIFICATION OF MORTGAGE 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 November 1, 2024. The parties and their addresses are:

## **MORTGAGOR:**

EAST RIDGE INDUSTRIAL PARK, LLC

A Wyoming Limited Liability Company 72 East Ridge Road Sheridan, WY 82801

## 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 November 4, 2021 and recorded on November 16, 2021 (Security Instrument). The Security Instrument was recorded in the records of Sheridan County, Wyoming at As Instrument 2021-774161 and covered the following described Property:
- Lot 3, East Ridge Industrial Park II, a subdivision in Sheridan County, Wyoming, as recorded April 14, 2010 in Book E, Page 21.

EXCEPTING THEREFROM ALL of East Ridge Garages Condominium, Phase 1, as recorded December 22, 2008 at Condominium drawer number 1, Page 12, as defined and described by Declaration of East Ridge Garages Condominium, Phase 1 recorded December 22 2008 in Book 502 of Deeds, Page 45, together with an undivided interest in the common areas and facilities of East Ridge Garages Condominium, Phase

Donna J Garland Wyoming Real Estate Modification WY/4XXJKUKAL0000000003477029N

Initials

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1 as established and described in the above described Declaration and Condominium Plat.

The property is located in Sheridan County at 72 East Ridge Road, 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 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, dated November 4, 2021, from Donna J Garland (Borrower) to Lender, with a modified loan amount of \$1,940,000.00 and maturing on November 1, 2025.
    - (b) Future Advances. All future advances from Lender to Donna J Garland under the Specific Debts executed by Donna J Garland 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 Donna J Garland 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 Donna J Garland 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

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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.

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

(Seal)

**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.

MO	RTG.	AG	OR:

East Ridge Industrial Park, LLC

By Land (Seal)

Date / / - / - 24

LENDER:

First Federal Bank & Trust

DJ Dearcorn, Executive Vice President

Date 11/1/ 2024



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ACKNOWLEDGMENT.  OF Worldon, State OF WYOVNING ss.  This instrument was acknowledged before me this day of
My commission expires:
(Notary Public)
J. KUKAL NOTARY PUBLIC STATE OF WYOMING COMMISSION ID: 153790 MY COMMISSION EXPIRES: 10/01/2030
(Lender Acknowledgment)  Outy OF Shundon, State OF algorithm ss.  This instrument was acknowledged before me this day of
My commission expires:
J. KUKAL  NOTARY PUBLIC  STATE OF WYOMING  COMMISSION ID: 153790  MY COMMISSION EXPIRES: 10/01/2030