



SHAWNYNE GARRIN, RECORDER

Loan No: 5516847
WHEN RECORDED MAIL TO:
First Interstate Bank – Post Closing 4th Floor
104 S. Wolcott
Casper, WY 82601
(307)235-4273

This instrument was prepared by:
First Interstate Bank
1125 NW Bond St
Bend, OR 97703
(307)235-4273

SPACE ABOVE THIS LINE FOR RECORDS USE

MERS MIN:100282100051689475

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT, made this 12th, day of **October, 2023**, modifies the (Fixed) Rate Note with Construction Loan Addendum Amending Note (the "Note"), and the Security Instrument with Residential Construction Rider to the Security Instrument, recorded on April 25th, 2022 on Document number 2022-984146 of the Douglas County Register of Deeds ("Security Instrument") each dated April 20th, 2022 (collectively the "Loan Documents"), previously executed by the undersigned Scott E Ibister and Aileen A McIver, husband and wife as community property with right of survivorship (the "Borrowers") in favor of **First Interstate Bank** (the "Lender") and Mortgage Electronic Registration Systems, Inc. ("MERS") [{"Mortgagee"}] [{"Beneficiary"}]. The Loan Documents evidence a construction loan (the "Loan") which has both a construction loan phase (the "Construction Phase") and a permanent loan phase (the "Permanent Phase"). All terms defined in the Note and Construction Loan Agreement shall have the same meaning in this Modification Agreement. The "Property", located at 279 James Canyon Loop, Genoa, NV 89411, the real property described being set forth as follows:

Lot 14 in Block A as set forth on Final Subdivision Map a Planned Development PD00-16 for MOUNTAIN MEADOW ESTATES, PHASE 1, filed for record with the Douglas County Recorder on March 6, 2002, in Book 302, at Page 2214, as Document No. 536360, Official Records.

This Modification Agreement modifies the Loan Documents to change the Construction Completion Date and the Permanent Mortgage Date.

In consideration of the mutual promises and agreements exchanged, with the intent to be legally bound, Borrower and Lender agree as follows:

I. CONSTRUCTION PHASE MODIFIED

- A. **CONSTRUCTION PHASE COMPLETION DATE.** The Completion Date of the Construction Phase is changed from 11/01/2023 to 01/01/2024.
- B. **CONSTRUCTION PHASE INTEREST.** Borrower will continue to pay interest at the rate stated in the Note (the "Note Rate") on the amounts advanced during the construction phase as provided in the Construction Loan Rider Amending Note.
- C. **Permanent Phase**
 - a. The Note is modified so that the first Principal and interest payment will be due on 02/01/2024.
 - b. The Maturity Date of the Note will change to 01/01/2054.

In consideration of the mutual promises and agreements exchanged, with the intent to be legally bound, Borrower and Lender agree as follows:

III. EXTENSION FEE

Borrower will pay an extension fee of \$325.00 to Lender.

IV. OTHER TERMS UNCHANGED.

Except as provided in this Modification Agreement, the terms of the Note, the Security Instrument and the Construction Loan Agreement remain unchanged, and the Borrower and Lender by this Agreement ratify, confirm and agree to the Loan Documents as modified and changed by this Modification Agreement.

Donna E Smith (Seal)
First Interstate Bank - Lender
By: Donna E Smith, VP

Scott E Ibister (Seal)
Scott E Ibister - Borrower

Aileen A McIver (Seal)
Aileen A McIver - Borrower

10-23-2023

Date of Lender's Signature

Donna E Smith
Mortgage Electronic Registration Systems, Inc.
Nominee for Lender
Donna E Smith, Assistant Secretary

MERS Nominee Dated

10-23-2023

See Attached
Notarial Certificate

STATE of _____
COUNTY of _____

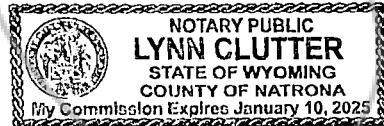
The foregoing instrument was acknowledged before me this _____ day of _____, by
Scott E Ibister and Aileen A McIver, Borrower(s)

SEE ATTACHED

Printed Name _____
Notary Public for the
State of _____
Residing in _____
My Commission Expires _____

STATE of Wyoming
COUNTY of Natrona

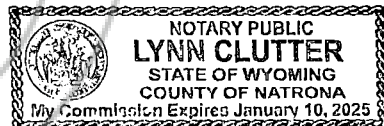
The foregoing instrument was acknowledged before me this 23rd day of October, 2023, by
Donna E Smith, VP as Lender on behalf of First Interstate Bank.



Lynn Clutter
Printed Name Lynn Clutter
Notary Public for the
State of Wyoming
Residing in Casper, Wyoming
My Commission Expires 01-10-2025

STATE of Wyoming
COUNTY of Natrona

The foregoing instrument was acknowledged before me this 23rd day of October, 2023, by
Donna E Smith, Assistant Secretary as Mortgagee on behalf of Mortgage Electronic Registration
Systems, Inc.



Lynn Clutter
Printed Name Lynn Clutter
Notary Public for the
State of Wyoming
Residing in Casper, Wyoming
My Commission Expires 01-10-2025

[Space Below This Line for Acknowledgements]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Contra Costa

On October 19, 2023 before me, Seema Rajani, Notary Public
(insert name and title of the officer)

personally appeared Scott E Ibister and Aileen A McIver,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Seema Rajani (Seal)

