DELAWARE COUNTY IOWA
FILED ✓
2002 FE 11 AM 9:28
BOOK 201 PAGE 2543
DEBORAH L. PEDDICORD
DELAWARE CO. RECORDER
21.00

This instrument was drafted by: DWAIN TRENKAMP Address: 400 CITY CENTER, OSHKOSH, WI 54901
Phone Number: 800-466-8999 After recording return to: FIRSTAR BANK, N.A., COLLATERAL DEPARTMENT, P. O. BOX 3487, OSHKOSH, WI 54903-3487

MLS 3326349 - 9002
24354

AMENDMENT TO MORTGAGE
(Iowa)

This Amendment to Mortgage (the "**Amendment**"), is made and entered into by the undersigned borrower, guarantor and/or other obligor (the "**Mortgagor**") and FIRSTAR BANK, N.A. (the "**Bank**") as of the date set forth below.

RECITALS

A. The Mortgagor executed and delivered to the Bank a mortgage (the "**Mortgage**"), dated MARCH 19, 1996. The Land (defined in the Mortgage) subject to the Mortgage is described as follows (or in **Exhibit A** hereto if the description does not appear below):

See attached Exhibit A

B. The Mortgage was recorded in the office of the Recorder of DELAWARE County, Iowa, on MAY 30, 1997 in Book 135, on Page 1, as Document No. 326-3541.

C. The Mortgagor has requested that the Bank permit certain modifications to the Mortgage as described below.

D. The Bank has agreed to such modifications, but only upon the terms and conditions outlined in this Amendment.

TERMS OF AGREEMENT

In consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, the Mortgagor and the Bank agree as follows:

1. ☐ **Secured Amount.** If checked here, the following language shall be added to the Mortgage, or amended, as applicable: **"NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF $ N/A. LOANS AND ADVANCES UP TO THIS AMOUNT, TOGETHER WITH INTEREST, ARE SENIOR TO INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGES AND LIENS".**

2. ☒ **Change in Note/Mortgage Amount.** If checked here, the reference in the Mortgage to "a note or notes dated 03/19/96 in the initial principal amount(s) of $ 15,131.00" is hereby amended and replaced with "note(s) or amended note(s) dated 01/05/02 in the initial principal amount(s) of $ 47,675.35".

3. ☐ **Additional Land Mortgaged.** If checked here, the following described real estate (found in **Exhibit B** if the description does not appear below) is added to the definition and/or the description of the real property encumbered by the Mortgage so that, effective as of the date of the execution hereof, such additional real property shall be encumbered by the Mortgage in addition to the real property already encumbered thereby:

4. **Maturity of Mortgage.** Any reference in the Mortgage to a maturity date of the Mortgage is hereby deleted, it being the intent of the parties hereto that the Mortgage have no stated maturity date. This does not affect maturity of the Obligations under the Loan Documents.

5. **Fees and Expenses.** Mortgagor shall pay any fees or expenses in connection with the preparation, execution and recording of this Amendment.

6. **Effectiveness of Prior Document.** Except as herein provided, all other terms and conditions contained in the Mortgage remain in full force and effect in accordance with their terms, including any reference in the Mortgage to future credit secured by the Mortgage, and nothing herein willaffect the priority of the Mortgage. Allwarranties and representations contained in the Mortgage are hereby reconfirmed as of the date hereof. Allcollateral previously provided to secure the Note continues as security, and all guaranties guaranteeing obligations under the Note remain in full force and effect. This is an amendment, not a novation.

7. **No Waiver of Defaults; Warranties.** This Amendment shall not be construed as or be deemed to be a waiver by the Bank of existing defaults by the Mortgagor whether known or undiscovered. All agreements, representations and warranties made herein shall survive the execution of this Amendment.

8. **Counterparts.** This Amendment may be signed in any number of counterparts, each of which willbe considered an original, but when taken together will constitute one document.

9. **Authorization.** The Mortgagor represents and warrants that the execution, delivery and performance of this Amendment and the documents referenced to herein are within the organizational powers (as applicable) of the Mortgagor and have been duly authorized by all necessary organizational action.

10. **Receipt of Copy.** Mortgagor hereby acknowledges the receipt of a copy of this Amendment to Mortgage together with a copy of each promissory note secured hereby.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING,EXPRESSING CONSIDERATION AND SIGNED BY THE PARTIES ARE ENFORCEABLE,NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTENCONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

Dated as of: JANUARY 5, 2002

(Individual Mortgagor)

Thomas M. Pestka

Printed Name: THOMAS PESTKA

Barbara Pestka

Printed Name: BARBARA PESTKA

NOTE: If individuals are married, both spouses must sign.

N/A

Mortgagor Name (Organization)

a _____

By: _____

Name and Title: N/A

By: _____

Name and Title: N/A

FIRSTAR BANK, N.A

Mortgagee (Bank)

By _____

DWAIN TRENKAMP

Name and Title: SENIOR VICE PRESIDENT

By _____

Name and Title: _____

(Complete if the Land includes the "homestead," within the meaning of Chapter 561 of the Iowa Code and is "agricultural land" as defined in Section 172C.1 of the Iowa Code, or dwellings, buildings, or other appurtenances located on the land):

I (WE) UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS AMENDMENT TO MORTGAGE, I (WE) VOLUNTARILY GIVE UP MY (OUR) RIGHT TO THIS PROTECTION FOR THIS MORTGAGED PROPERTY WITH RESPECT TO CLAIMS BASED UPON THE MORTGAGE OR AMENDMENT TO MORTGAGE.

Dated: _____ _____

N/A, Mortgagor
(Type or Print Name)

Dated: _____ _____

N/A, Mortgagor
(Type or Print Name)

MORTGAGOR NOTARIZATION

STATE OF IOWA }
COUNTY OF JACKSON } ss.

This instrument was acknowledged before me on JANUARY 5, 2002, by THOMAS PESTKA and BARBARA PESTKA
(Name(s) of person(s))

_____, as husband and wife
(Type of authority, if any, e.g., officer, trustee; if an individual, state "a married individual" or "a single individual")

_____ of N/A
(Name of entity on whose behalf the document was executed; use N/A if individual)

(Notarial Seal)

DWAIN TRENKAMP
Commission Number 166745
My Commission Expires
9-29-2004

Printed Name: DWAIN TRENKAMP
Notary Public, State of: IOWA
My commission expires: 9/29/2004

MORTGAGEE (BANK) NOTARIZATION

STATE OF IOWA }
COUNTY OF JACKSON } ss.

This instrument was acknowledged before me on 1-5-02, by DWAIN TRENKAMP
(Name(s) of person(s))

_____, as SENIOR VICE PRESIDENT
(Type of authority, if any, e.g., officer, trustee; if an individual, state "an individual")

_____ of FIRSTAR BANK, N.A.
(Name of entity on whose behalf the document was executed; use N/A if individual)

(Notarial Seal)

PAM DAVIS
Commission Number 705328
My Commission Expires
9-19-03

Printed Name: Pam Davis
Notary Public, State of: Iowa
My commission expires: 9-19-03

EXHIBIT A TO AMENDMENT TO MORTGAGE
(Legal Description)

Mortgagor: **Thomas M. Pestka and Barbara S. Pestka**

Bank: FIRSTAR BANK, N.A.

Legal Description of Land:

Lot Two (2) of Petlon First Subdivision of the NW 1/4 of the SW 1/4 of Section 13, Township 88 North, Range 5, West of the 5th Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 5 Plats, Page 85.

Property Address: 2462 - 210th Avenue
Delhi, IA 52223-9712