DELAWARE COUNTY IOWA
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BOOK 2004 PAGE 1383
DEBORAH L. PEYTON
DELAWARE COUNTY RECORDER
21.00

ENV
Prepared by:
Cedar Rapids Bank and Trust and Company
Nicole Flack
625 1st Street SE, Ste 100
Cedar Rapids, IA 52401

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED April 14, 2004, BETWEEN Kendrick, Inc. (referred to below as :Grantor"), whose address is 601 S Washington, Edgewood, IA; and **CEDAR RAPIDS BANK AND TRUST COMPANY** (Referred to below as "Lender"); whose address is 625 1ST Street SE, Ste 100, Cedar Rapids, IA 52401.

MORTGAGE, Grantor and Lender have entered into a mortgage dated November 29th, 2001 (the "Mortgage") recorded in Delaware County, State of Iowa as follows:
Recorded on 12/11/2001 Book 2001 Page 4488

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property (the "Real Property") located in Linn County, State of Iowa :

All of Mortgagor's right, title and interest in and to:

See Attached Exhibit "A"

The Real Property or its address is commonly known as 601 S Washington St, Edgewood, Iowa

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

This Mortgage is modified to secure credit in the amount of $1,151,000.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. 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 the 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.

ACKNOWLEDGEMENT OF RECEIPT OF COPIES. Grantor hereby acknowledges the receipt of a copy of this Modification.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

Kendrick, Inc.

By: _____
Timothy F Kendrick, Pres/Secrty

By: _____

LENDER:

CEDAR RAPIDS BANK AND TRUST COMPANY

By: _____
David Stoltenberg, AVP

CORPORATE ACKNOWLEDGMENT

STATE OF Iowa)
) ss
COUNTY OF Linn)

On this 14 day of April, A.D., 2004, before me a Notary Public in and for said County and State, personally appeared Timothy F Kendrick, to me personally known, who, being by me duly sworn did say that these persons are Pres/Secrty of said corporation, that no seal has been procured by said corporation and that said instrument was signed on behalf of the said corporation by authority of its Board of Directors and that said Pres/Secrty acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Notary Public in the State of Iowa

My commission expires April 12, 2007

LENDER ACKNOWLEDGEMENT

STATE OF Iowa)
) ss
COUNTY OF Linn)

On this 14 day of April, A.D., 2004, before me, the undersigned Notary Public in and for said County and State, personally appeared David Stoltenberg and known to me to be the Assistant Vice President, authorized agent for the Lender that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its Board of Directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

Notary Public in and for State of Iowa
My commission expires _____

NICOLE FLACK
Commission Number 715733
My Commission Expires
March 26, 2005

Kendrick, Inc.
Legal Description

EXHIBIT "A"

CONTINUATION OF AN ABSTRACT OF TITLE TO: The South ninety seven (97.0) feet of Lots Twenty Six (26) and Twenty Seven (27) of F. A. Densmore's Addition to Edgewood, Iowa, according to plat recorded in Book 1 Plats, Pages 88-89; also Lots Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16) and Twenty (20) of F. A. Densmore's Third Addition to Edgewood, Iowa, according to plat recorded in Book 1 Plats, Page 117; also the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of the Northwest fractional Quarter (NWfr¼) of Section Two (2), Township Ninety (90) North, Range Five (5), West of the Fifth Principal Meridiân; and the South one-half (S½) of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of the Northwest fractional Quarter (NWfr¼) of Section Two (2), Township Ninety (90) North, Range Five (5), West of the Fifth P.M., except such parts as might be included in F. A. Densmore's Addition and F. A. Densmore's Third Addition to Edgewood, Iowa, and except that part described as commencing at the center of Delaware and Maple Streets in Edgewood, Iowa, and running thence West thirty three (33.0) feet, thence South thirty three (33.0) feet, thence East thirty three (33.0) feet, thence North thirty three (33.0) feet to the point of beginning, used for street purposes; and also the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of the Northwest fractional Quarter (NWfr¼) of Section Two (2), Township Ninety (90) North, Range Five (5), West of the Fifth P.M., except the South one hundred twenty five (125) feet of the East one hundred twenty five (125) feet thereof,